

REQUEST FOR PROPOSALS

Belle Plaine, Iowa
Baseball Field Lighting Project
BELLE PLAINE, IA

PROPOSALS DUE: 12:00 p.m. Thursday,
November 17, 2016

General Information

Notice to Construction Managers

The City of Belle Plaine is seeking Request for Proposals (RFP) from only pre-qualified construction managers for the City of Belle Plaine Baseball Lighting Project. RFPs will be received Monday through Friday 8:30 a.m. to 5:00 p.m. except holidays, until 12:00 p.m. Thursday, November 17, 2016. RFPs shall be clearly marked "The City of Belle Plaine Baseball Field Lighting Project".

Submit one (1) original and six (3) copies of the entire RFP and an electronic version.

Requests for information and clarification questions must be received by November 10, 2016 at 12:00 P.M. in order for The City of Belle Plaine to have time to issue an addendum.

Criteria must be received from Stew Timm, 1207 8th Avenue, Belle Plaine, IA 52208 319-444-2200, parkandrec@netins.net Contact with any other City employee, elected official or other individuals and organizations associated with the proposed project may result in disqualification. Construction Managers that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time. RFPs must be sent to:

Stew Timm
Parks and Recreation Director
City of Belle Plaine
1207 8th Avenue
Belle Plaine, IA 52208

RFPs not addressed and delivered to the above person will not be considered. RFPs received after the above stated time and date may not be considered. All RFPs submitted shall be valid for a period of sixty (60) days following the final date for submission of bids. The City of Belle Plaine will not be liable for costs incurred by construction managers for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the construction manager. The City of Belle Plaine City Council reserves the right to reject any or all RFPs and to waive minor informalities.

Procedures for Evaluation and Awarding of RFP:

1. Evaluation will be done by the city and school representatives. After evaluation the representatives will make a recommendation to the City Council for award. This recommendation and pending award will be made at a public meeting of the City Council. Agendas are available each Friday afternoon on our internet site www.belleplaineia.us. The City Council awards the bid by majority vote.
2. The City shall evaluate proposals taking into consideration the criteria listed below with the maximum percentage of total points for evaluation which may be assigned to each criterion as indicated immediately following the criterion.
 - a. The financial resources of the construction manager to complete the project, ten percent (10%)
 - b. The ability of the proposed personnel of the construction manager to perform, thirty percent (30%)
 - c. The character, integrity, reputation, judgement, experience, and efficiency of the construction manager, thirty percent (30%)
 - d. The quality of performance on previous projects, thirty percent (30%)
 - e. The ability of the construction manager to perform within the time specified, thirty percent (30%)
 - f. The previous and existing compliance of the construction manager with laws

relating to the contract, ten percent (10%)

g. Other information as may be secured having a bearing on the selection, twenty percent (20%)

Terms and Conditions:

Below are the proposed terms and conditions for the contract, which are subject to further negotiation. All general terms and conditions approved in the final contract shall be consistent with nationally recognized models of general terms and conditions which are standard in the design and construction industry in Iowa

1. Performance Bond:

The successful Construction Manager shall be required to furnish a performance bond, and said bond shall be in the amount of 100% of the total amount of the contract, written by a surety licensed to do business in the State of Iowa. Said performance bond shall be provided to the City of Belle Plaine Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Construction Manager's usual sources.

2. Information, Discussion, and Disclosures:

a. Any information provided by The City of Belle Plaine to any Construction Manager prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on The City of Belle Plaine.

b. The Construction Manager must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of The City of Belle Plaine from the date of issuance of this RFP until the contract award has been announced, unless allowed by the City of Belle Plaine Parks and Recreation Department in writing for the purpose of clarification or evaluation.

c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Construction Manager.

d. Every request for such interpretation or correction should be in writing, addressed to the City of Belle Plaine Parks and Recreation Director, Stew Timm, 1207 8th Avenue, Belle Plaine, IA 52208, voice (319 444-2200, FAX (319)444-2113. Requests must be received by 12:00 p.m. November 10, 2016 in order for The City of Belle Plaine to have time to issue an addendum. Requests received after the deadline may not be considered. In case The City of Belle Plaine finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Construction Managers at the respective addresses furnished for such purpose.

3. Addenda:

a. All addenda will become part of this RFP and must be responded to by each Construction Manager.

b. All addenda must be acknowledged in writing in the bid submitted by the Construction Manager.

c. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

4. Confidentiality of Documents:

The City of Belle Plaine considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or nonproprietary nature and therefore shall be subject to open meetings laws.

Construction Managers are hereby notified that The City of Belle Plaine strictly adheres to all statutes, court decisions, and opinions of the Iowa Attorney General with respect to disclosure of RFP information. Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. The Construction Manager will be required to fully defend, in all forums, The City of Belle Plaine's refusal to produce such information; otherwise, The City of Belle Plaine will make such information public.

5. Non-Discrimination Clause:

Construction Manager declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.) In that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

6. Conflict of Interest Clause:

The parties hereto declare and affirm that no officer, member, or employee of the City, and no member of its governing body, and no other public official of the City who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the City, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

7. Breach:

Should Construction Manager breach, violate, or abrogate any term, condition, clause or provision of this agreement, the City shall notify Construction Manager in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the City may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

8. Insurance Requirements:

The Construction Manager shall not begin work under this Agreement until all insurance certificates have been filed with the City of Belle Plaine Clerk.

Construction Manager shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by The City of Belle Plaine, nor shall Contract Manager allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the City, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Iowa for Workers' Compensation and \$500,000 each accident for Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

Professional Liability Insurance

Coverage shall be for wrongful acts, errors or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000.

Builders Risk Insurance

The Contractor shall purchase and maintain all materials, equipment and/or machinery involved under this Contract and assume all responsibility for loss or damage to such property until such time as the materials, equipment and/or machinery are accepted by the City. The Contractor shall provide an "All Risk" Builders Risk or equivalent insurance policy and, if applicable, an Installation Floater insurance policy which includes off-site and transit coverage, including "damage to property of others" coverage, with sufficient limits to cover the value of the materials, equipment and/or machinery involved under this Contract.

Certificate of Insurance

The Construction Manager shall furnish the City with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the City at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Construction Manager shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the City.

The Construction Manager shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Construction Manager in this Section, and upon the request of the City, shall furnish the City with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Construction Manager shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Iowa or under the Iowa Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon

request by the City, the Construction Manager shall furnish evidence that the insurance company or companies being used by the Construction Manager meet the minimum requirements listed in this section.

Upon request by the City, the Construction Manager shall furnish the City with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Construction Manager's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Construction Manager is required to notify the City within thirty (30) days of any deviations from the minimum requirements presented in this section.

9. State and Federal Regulations:

Construction Manager must comply with all State and Federal regulations including, but not limited to Davis Bacon, Buy American, etc.

10. Assignment:

The Construction Manager may not assign this Contract without the prior written consent of the City.

11. Subcontracting:

Construction Manager may not subcontract the work to be performed, without prior written consent of the City. If such consent is granted, Construction Manager will retain responsibility for all work associated with the Contract. The Construction Manager must identify any subcontractors it intends to use in the execution of this Contract. The Construction Manager must identify subcontractors in writing within the proposal.

12. Independent Contractor:

The Construction Manager shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the City. The Construction Manager, its officers, employees and agents shall at no time represent the Construction Manager to be other than an independent contractor or represent themselves to be other than employees of the Construction Manager.

13. Indemnity:

The Construction Manager shall indemnify and save harmless The City of Belle Plaine, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against The City of Belle Plaine, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Construction Manager or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

Specifications:

The City of Belle Plaine is seeking Request for Proposals (RFP) for the Baseball field lighting project from only pre-qualified construction managers. The successful construction manager shall be able to enter into a contract by December 1, 2016. All contact shall be with Stew Timm at 319-444-2200 or parkandrec@netins.net. Contact with any other City employee, elected official or other individuals or organizations associated with the proposed project may result in disqualification.

1. General Project Description

Lighting and electrical infrastructure including transformer(s) for the Belle Plaine Baseball Field located in the Northwest corner of Franklin Park in Belle Plaine, IA. Lighting for the field should be by done by the Iowa High School Athletic Association Standards available at <http://www.iahhsaa.org/lighting-guidelines/> . Prequalified construction managers must be able to meet an aggressive timeline and schedule. Development and construction must be completed no later than April 14, 2017.

2. Requirements for Request for Proposals

RFPs will be accepted from pre-qualified Construction Managers/Constructor entity for which specific information is being furnished. Prequalified construction managers must be able to enter into a contract for and directly manage this project from the office location identified as the principal office in the qualifications information. Failure to submit the requested qualifications information in the manner prescribed will be considered nonresponsive and may result in rejection of the submittal in its entirety. Prospective construction managers shall furnish all of the following qualification information. Some of the information will be duplicated from the Construction Manager's Letter of Interest. However, in order to compare all RFPs equally, the information shall be submitted again.

A. FIRM INFORMATION

A.1 Describe the organizational structure of the firm for which the RFP is being furnished. Include the name and address of the firm, the location of the office of the firm (principal office) from which most work will be directed, the proximity of the firm's corporate headquarters/home office to The City of Belle Plaine, and the type of business (e.g. corporation, partnership, individual, joint venture or other).

If a joint venture, describe the division of responsibilities between participating firms, the office(s) that will be primary participants and the percent interest of each firm; submit a copy of the joint venture agreement. Describe any previous experience of the joint venture.

A.2 Provide a summary of the history, reputation, integrity, capability and character of the firm. Include the number of years the firm has been providing construction services as a construction manager at the principal office location indicated above. Describe the firm's experience with the local subcontractors/vendors, and the local design community

B. PRECONSTRUCTION AND CONSTRUCTION PHASE SERVICES

Provide a comprehensive description of the scope of both the Preconstruction Phase services and the Construction Phase services that are customarily provided by the firm for this type of project procurement method. Include a description of the way in which the firm initiates and maintains project team focus on project priorities, member responsibilities and the decision-making process.

C. RELEVANT PROJECT EXPERIENCE

Provide a list and description of at least three (3) relevant projects of a similar scope and complexity for which the firm has provided or is providing construction services under similar type contracts which are most related to the services required for this project. completion date (for completed projects).

D. PROJECT ORGANIZATION AND PERSONNEL RESOURCES

Describe the firm's proposed organizational structure for management, operations and supervision of this project. Identify experience and qualifications, and planned duration of involvement, for key personnel that will be a part of the Project Team during both the Preconstruction Phase and the Construction Phase of this project.

Identify the firm's key personnel to be assigned (indicate full-time or part-time) to the project job site for this project during construction (include a current resume for each).

Are all of the individuals identified in the organizational structure, or otherwise identified to be assigned to the project job site, currently full-time employees of the firm? If not, explain.

Are all of the personnel and resources described above committed fully to this project for the planned duration of involvement indicated above? If not, explain.

Describe the current workload of firm. Does the firm have the ability to assign needed resources to this project?

E. PROJECT MANAGEMENT AND METHODS

E.1 Describe the firm's philosophy and methods in establishing and managing project contingency for a project of this scope and complexity.

E.2 Describe the way in which project schedules are developed, monitored and maintained through completion of construction for a minimum of two of the projects first described above. Select projects that will present significant examples of scheduling changes/challenges, and describe how the firm resolved them.

E.3 Does the firm have an established policy of equal employment opportunity without regard to race, color, national origin, sex, age, religion, or physical or mental disability; and that which maintains no employee facilities that are segregated on the basis of race, color, religion, or national origin? If no, explain.