

AGENDA

Eau Claire County

• *Highway Building Committee* •

Date: January 5, 2021

Time: 2:00 p.m.

Location: *WebEx Teleconference: To join by phone call 1-415-655-0001*

Meeting number access code: 145 370 7599

Meeting password: kMqgUpHt293

<https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=m241fc65ff6e46c3da043c925408fec29>

For those wishing to make public or a written comment, you must e-mail **ecchwy@co.eau-claire.wi.us** at least **30 minutes prior to the start of the meeting**. You will be called on during the public session to make your comments.

**Please mute personal devices upon entry*

1. Call to Order and confirmation of meeting notice
2. Election of Chair and Vice Chair – Discussion/Action
3. Introductions
4. Public Comment
5. Financial update (\$24 million approved) - Discussion/Action
6. Architectural & Engineering (A&E) RFP update - Discussion/Action
7. Construction Manager (CM) RFP Evaluation - Discussion/Action
8. Expected Project Timeline - Discussion/Action
9. Frequency & Time/Date of future meetings:
10. Adjourn

Prepared by:

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710 (FAX) 839-1669 or (TDD) 839-4735 or by writing to the ADA Coordinator, Human Resources Department, Eau Claire County Courthouse, 721 Oxford Ave., Eau Claire, Wisconsin 54703



REQUEST FOR PROPOSAL

Architectural and Engineering Services for the
design and construction of an Eau Claire County
Highway Maintenance Facility

Procurement No. 2021-102

Request for Proposal Notice:

EAU CLAIRE COUNTY, WISCONSIN

REQUEST FOR PROPOSAL

PROCUREMENT NO. 2021-102

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

Eau Claire County is requesting proposals from qualified consultants to provide the County with Architectural and Engineering services for the design and construction of an Eau Claire County Highway Maintenance Facility.

Deadline for submission: 2:00 PM CDT, January 26, 2021

Submit one (1) electronic copy of the proposal and cost (in separate files) via email to debbie.simet@co.eau-claire.wi.us.

Proposals must be submitted by e-mail in Adobe.pdf format; however, the County cannot assure nor guarantee delivery due to current system file size limitations and possible spam/filter blocking. Vendors will be responsible to verify delivery. Please confirm receipt with Debbie Simet at debbie.simet@co.eau-claire.wi.us or call 715-839-5101.

All proposals submitted must be received by Eau Claire County by the deadline established in this RFP.

RFP forms can be obtained at the **DEMANDSTAR BY ONVIA** website, www.demandstar.com. This is a free subscription service for agencies participating under the Wisconsin Association of Public Purchasers (WAPP) such as Eau Claire County. Register for **DEMANDSTAR BY ONVIA** at www.onvia.com/WAPP.

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Section 1.0 - Project Description:

Design of a new central Highway Maintenance Facility for the county-wide operations of the Eau Claire County Highway Department.

PROJECT BACKGROUND

The last major expansion of the Altoona Shop was in 1980, 40 years ago, and at that time the new structures added maximized the available use of the area. Since 1980 the overall fleet has grown, stockpiles have grown, salt storage has increased, and Yard functions have increased in complexity. Moreover, as a result of rules changes the current highway facility site in Altoona does not meet current DNR and storm water standards in regard to capacity and treatment of run off.

The County has determined that further investment in repair and remodeling of the current facility is not cost effective and would not adequately address the long-term needs of the Highway Department. The potential for larger salt storage and additional off-location County storage also add to the long-term needs.

Therefore, the County Board purchased land along Highway 53 and Otter Creek Road adjacent to Interstate Highway 94, parcel number 02411200600.

A preliminary design has been completed and is attached to this RFP. Also note the that the County intends to contract with a Construction Manager (CM) and expects the A&E to work hand in hand with the CM throughout the project.

An RFP for A&E Services on a County Highway Facility was originally released for proposals in June of 2019 under RFP 2019-919. It is being let out under a new RFP due changes in design scope as outlined in this RFP.

Section 2.0 - Scope of Services:

The purpose of this RFP is to obtain professional services from a qualified firm to perform architectural design services for construction documents for the building of a central Highway Maintenance Facility with additional functionality as outlined in Section 2.2 of the RFP.

The goal is to clearly identify the operational needs of the Highway Department and other relevant parties to develop a facility design that addresses site layout, building program, schedule, cost constraints, and future growth.

2.1 Site Study Review

Complete a thorough review of the Eau Claire County Highway Department 2018 DOT Site Study Draft Report from March 7th, 2018 (section 9). Evaluate site plans, building layout, and recommendations submitted in the report.

Meet with the Project Manager and Highway Commissioner to discuss project needs and layout.

2.2 Design

Summarize operational flow of all activities. Needs analysis design, documentation, and administrative services must consider staff counts, vehicle counts, maintenance functions and efficiencies, traffic flow, storage needs, and distribution methods. Site selection and long-range planning has been completed.

Identify all building space needs such as, but not limited to administrative office space, meeting rooms, repair garage, weld shop, sign shop, automatic wash bay, fuel tanks and pumps, salt storage, material storage, and cold storage.

As well as the spaces listed above, a commercial kitchen & supporting areas for the Meals on Wheels (MOW) program and a multi-purpose room for on-site training and other support not associated with day to day operation will be included in the design. Selected firm will work with the MOW staff on design and incorporate reusing select equipment from existing kitchen location. Additional areas are estimated between 5000ft²-6000ft² for the kitchen and 2500ft²-4000ft² for the multi-purpose room.

Develop Building Footprint Plans, sizing, clearances, adjacencies, and layout to develop the building configuration.

Identify Site needs, such as but not limited to, grading, draining patterns, retention ponds, and soil condition. Determine best site plan location for roadway access, utility locations, parking lots, internal circulation routes, and secure fencing. Wetland, Survey, and Geotechnical Exploration shall be coordinated by the AE however the owner will pay them directly.

Consider long range needs and expansion requirements through the year 2070.

Develop Site Master Plan and summarize the above into a plan diagram.

Develop a Cost Estimate. In coordination with the Construction Manager and Project Manager, establish a cost estimate with sufficient detail to be used as the basis for County Board information. The data should include capital costs for facility construction and equipment and operating costs for a life cycle of a minimum of 75 years. Show options

for renewable energy as well as energy savings in keeping with energy star efficiency standards.

Take into consideration reasonable design and construction practices that coincide with the County's green initiative and sustainability. Plans should be made to limit the impact of water and energy usage, reduce environmental health hazards to workers and community, and support recycling practices that reduce materials that are land filled.

Project does not require LEED certification or standards, however incorporate green technologies where appropriate including energy efficiency measures.

Provide alternative energy and carbon neutral options as well as recommendations for future implantation or expansion of green energy initiatives. Provide an estimated cost benefit analysis for each.

The cost estimate should also consider revisions to the preliminary plan including but not limited to: office space, vehicle storage, types of materials used for construction, etc.

Develop the following documents, at a minimum: Location/Site Plans, Utility Plans, Building Plans, Structural Selection and Layout, Typical Details, HVAC Diagrams and Equipment, Electrical Diagrams, Plumbing Diagrams, Telecommunications, Fire Protection/Suppression, Security, Specifications, and Cost Estimate.

Include all necessary permits for State and Local approval.

Preparation of final bidding documents, public presentation reports and graphics, including perspectives and 3-D renderings for executive Committee and Eau Claire County Board of Supervisors meetings.

After the design phase is completed the CM will be responsible for the bidding and CA apart from the typical AE Construction Administration Services listed below. The level of service the AE would provide at the point of construction is an advisory role to the CM (other than specified below) as needed to complete the bidding and CA.

- Review and Approve Shop Drawings
- Review and answer Request for Information (RFI's) questions
- Attend Construction meetings as necessary/requested
- Issue Construction Bulletins (CB's) if needed
- Perform punch list to provide to contractors
- Issue as-built drawings at the conclusion of the project

2.3 Additional Notations

Construction cost budget is \$21.5M with an estimated design schedule of 6-8 months and construction schedule of 18 months. This is a guideline only; the overall budget and schedule will be dictated by the size and complexity of the project.

Card access readers are to be planned throughout and will be an extension of the current Lenel system.

Telecommunications specs to be developed by AE with staff input. Owner will purchase equipment.

Internal Furnishings specs are to be to be developed by AE with staff input. Owner will purchase furnishings.

AE to submit design of Salt Storage plan to State for review and work with CM on design for Refueling due to required methodology.

Water and Sewer to property line. AE is expected to work with City utility to make connections.

All HVAC system components will be connected to County's existing building automation system, Siemen's Talon.

Section 3.0 - Timetable of Project:

| | |
|---------------------------------------------------------------|------------------------------|
| RFP available for distribution to prospective consultant..... | December 15, 2020 |
| Deadline for receipt of questions..... | January 5, 2021 |
| Deadline for submittal of Proposal..... | 2:00PM CDT, January 26, 2021 |
| Complete evaluation, review & prepare recommendation..... | Mid-February, 2021 |
| Approval and award of selected Firm..... | End of February, 2021 |

Section 4.0 - Instructions:

4.1 Request for Proposal Information

It is the responsibility of the consultant to carefully read the entire Request for Proposal, which contains provisions applicable to successful completion and submission of an RFP. If any ambiguity, inconsistencies, or errors are discovered in the RFP, Eau Claire County Purchasing must be notified in writing. Only interpretations or corrections of the RFP made in writing through addenda by Purchasing will be considered binding. Purchasing

must receive all requests for interpretation or correction no later than the date specified in the RFP timetable (section 3.0). The RFP consists of all documents identified in the Scope of Work section (section 2.0) of this RFP.

4.2 Clarification of the RFP

If additional information is necessary to assist the vendor in interpreting this RFP, questions will be accepted by: Eau Claire County Purchasing Department, 721 Oxford Ave, Suite 3400, Eau Claire, WI 54703, telephone (715) 839-5101, or email debbie.simet@co.eau-claire.wi.us

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document by the date listed in the timetable (section 3.0) and not wait until after the submittal due date.

4.3 Contracting Department

The Eau Claire County Highway Department will administer the contract resulting from this RFP. The contracts/finances contact is Jon Johnson, Highway Commissioner. Telephone (715) 839-2952 jon.johnson@co.eau-claire.wi.us. The project manager contact is Matt Theisen, Director of Facilities. Telephone (715) 839-4739 matt.theisen@co.eau-claire.wi.us

Section 5.0 - Preparing and Submitting:

5.1 General Instructions

Evaluation and selection of the firm for this project will be based on information submitted in the request for proposal plus references, oral presentations (if requested), and supplemental information. Failure to respond to each requirement in the RFP may be basis for rejecting the proposal.

Elaborate Proposals; e.g. expensive artwork beyond that which is sufficient to present a complete and effective proposal is not necessary.

Alternate Proposal. Proposers are encouraged to submit an alternate proposal or creative cost-saving alternatives which meet minimum requirements and specification of this RFP. Indicate such on the proposal. Proposers may submit more than one proposal.

5.2 Submission of Proposal

The following information must be included in your proposal and organized with headings and sub-headings.

Letter of introduction including name of primary contact, phone number, fax number, e-mail address, and web site address. Include preferred method of contact.

Indicate information and experience of your firm. Describe the firm's capability to provide the services requested. Include a list of the last (3) most recent similar projects and budgets ranges by the firm, including the firm's lead person and references for the project. Include any additional relevant information. (NOT REQUIRED FOR FIRMS THAT WORKED FOR EAU CLAIRE COUNTY IN THE PAST 5 YEARS).

Provide a Scope of work. Include comments on the County purchasing predesigned buildings for storage and indicate how that would affect your scope and perhaps final cost.

Include a sample report from a previous project if available. Does not need to be as extensive as a Master Plan but must demonstrate firms qualifications.

Provide a DRAFT LIST of the number of estimated hours proposed to accomplish the proposed services and your time frame to complete the project.

Section 6.0 – Evaluation Process and Criteria:

The Selection Committee will first evaluate and rate all responsive proposals on the qualification criteria listed below.

1. Complied with format, complete proposal
2. Company profile/capability, experience, and qualifications
3. Experience and qualifications of assigned staff
4. Proposed Services/Project Vision
5. Familiarity with EC County and Chippewa Valley region
6. Proposed timeline
7. Costs

The County may limit the final list to the top-rated firms and interviews may or may not be conducted.

If an agreement cannot be reached with the top-rated firm, negotiations will be terminated, and the County will open negotiations with the second rated firm. The negotiation process will

continue until an agreement is reached with one of the short-listed firms. If no agreement is reached with the short-listed firms the negotiation process will be terminated at the County's discretion.

Section 7.0 - Standard Terms & Conditions:

7.1 Contract Agreement

Eau Claire County uses their standard agreement for the contract (attached, Section 8). If a firm is not willing to sign the County standard contract agreement the Proposal will be deemed non-responsive and not considered for award.

7.2 Award Procedures

Award of the contract will be made to the firm judged to be the best qualified in meeting the overall objectives of the RFP, while providing the best value and service to Eau Claire County. Eau Claire County reserves the right to use this process as a guide only and may elect to modify this process or eliminate this process completely. The County further reserves the right to reject any and all proposals.

7.3 Appeals Process

Protests of this award must be made in writing specifically stating provisions that have been violated and filed with the Purchasing Department within 10 days after issuance notice of award or after such proposer knows or should have known the facts given rise thereto.

7.4 Locked Price Period

Qualifying Firms will be requested to submit a best and final cost which is a weighted factor in making the award. All prices, costs, and conditions outlined in the RFP shall remain locked and valid for acceptance for a period of 90-days commencing on the due date of contractor's proposal. The County reserves the right to negotiate the scope of services and cost with the highest ranked firm, should the estimated costs exceed the available approved budget for the project.

7.5 Certification of Independent Price Determination

By signing this proposal, the respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

a. The process in this proposal has been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor;

c. No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

7.6 Insurance

Insurance Responsibility: The contractor to perform services for the Eau Claire County shall: (A) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work: (B) Maintain general liability and property damage against any and all claim(s) which might occur in the carrying out of this agreement/contract. Minimum coverage is \$1 million-combined single limit liability. Eau Claire County is to be listed as Additional Insured on all policies. When required, professional liability insurance; minimum coverage is \$1 million. Provide, upon request, an insurance certificate(s) indicating this coverage, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of this agreement/contract.

7.7 Cancellation

The Eau Claire County reserves the right to cancel this contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specification of this contract.

7.8 Contract Award

The County reserves the right to award a contract to the Proposer whose Proposal is deemed to be in the best interest of the Eau Claire County.



TITLE (SAMPLE CONTRACT)

I. PARTIES

This Agreement, between Eau Claire County, Wisconsin located at 721 Oxford Avenue, Eau Claire, WI 54703-5481, hereinafter referred to as "County" and _____, hereinafter referred to as the "Consultant".

II. TERM

Services under this Agreement shall commence (start date) and continue through agreement completion of (end date). The term is subject to termination in accordance with Article V of this Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

III. SCOPE OF SERVICES

The purpose of this Agreement is to formalize the relationship between County and Consultant. The Consultant shall develop Architectural and Engineering Services for the Eau Claire County Highway Facility as indicated in the attached RFP/BID (Exhibit A) and proposal (Exhibit B). The total cost to perform these services is (approved \$ amount here).

IV. OWNERSHIP RIGHTS

Architectural drawings/designs by the Consultant, for the purposes of this agreement, shall be belong exclusively to the County.

V. TERMINATION

The County may, upon written notice to the Consultant, terminate the performance of work under this Agreement, in whole or in part, in accordance with the following criteria:

- (A) Whenever the Consultant shall default in performance of this Agreement in accordance with its terms included in the term "default" any such failure by the Consultant to provide services set forth herein in Part III (Scope of Services) and shall fail to cure such default within a period of ten (10) days (or such longer period as the County may allow) after receipt from the County of a notice specifying the default; or

- (B) Whenever for any reason the County shall determine that such termination is in the best interest of the County. Any such termination shall be affected by delivery to the Consultant of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated and the effective date of such termination.

If after the termination of the Agreement or any part thereof for default under "A" above, it is determined that the Consultant was not in default pursuant to "A", or that the Consultant's failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Consultant, the Notice of Termination shall be deemed to have been issued under "B" above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Consultant shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date or receipt of notice of suspension or termination, of the status of all activities under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom and such other matters as the County may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Consultant and the County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the County from the Consultant is determined.

VI. PAYMENT

- (A) The Consultant will submit a monthly statement for services. The statement shall include a description of services provided, along with the fees. Total fees shall not exceed the agreement amount unless prior written approval is provided. An original and two copies of the invoice will be sent directly to: Matt Theisen Director of Facilities at 721 Oxford Ave, Suite 0184, Eau Claire, WI 54703. This invoice will be reviewed and sent to the appropriate department for payment.
- (B) In event of dispute, the County reserves the right to withhold payment from that portion of the invoice under dispute until such time as the dispute is resolved or settlement is achieved through other means.
- (C) The County is subject to payment provisions of 1989 Wisconsin Act 233. The County, after receipt of a properly completed invoice or receipt and acceptance of the property or service whichever is later, will make payment within thirty (30) days as long as the properly completed invoice or receipt is received on or before the 4th of the month. If a properly completed invoice or receipt is not received by the 4th of the month, the Consultant waives the right to collect interest under 1989 Wisconsin Act 233 if payment is not made within thirty (30) days.

VII. LIQUIDATED DAMAGES

In the event the Contractor, without excuse, fails to achieve Substantial Completion within the Contract Time, the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each and every calendar day

following the end of the Contractor Time until Substantial Completion is achieved. However, the Contractor shall not be liable for liquidated damages for a day, or days, of excusable delay occurring during such period following the end of the Contract Time

VIII. PERSONNEL

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the project.

IX. CONFLICT OF INTEREST

- (A) No officer or employee of the County and no member of its governing body, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this study, during his tenure or one (1) year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.
- (B) The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

X. HOLD HARMLESS

Regarding the operations and responsibilities concerning this agreement, the Consultant further covenants and agrees to indemnify, and hold harmless the County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or because wrongful act on the part of the Consultant, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Consultant and the County, their employees or agents in connection with this Agreement.

XI. INSURANCE REQUIRED

The Consultant to perform services for the County of Eau Claire shall: (1) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work; (2) Maintain general liability and property damage against any and all claim(s) which might occur in the carrying out of this agreement/agreement. Minimum coverage is \$1,000,000 combined single limit liability. Provide, upon request, an insurance certificate(s) indicating this coverage, countersigned by any insurer licensed to do business in the State of Wisconsin, covering the period of this agreement/agreement, and the County will be listed as an additional insured.

XII. SUBAGREEMENTING OR ASSIGNMENT

The benefits or obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided any such successor to the Consultant, whether such successor be an individual, a partnership or a corporation, is acceptable to Eau Claire County, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County.

XIII. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though they will result in an increase or decrease in the services of the Consultant or in the agreement cost thereof except that if the changes increase the costs to the Consultant and the County does not agree to bear the additional costs, the Consultant may cancel this Agreement on 60 days written notice. Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Consultant will be processed by a written change order.

XIV. SANCTIONS UPON IMPROPER ACTS

If the Consultant, or any of its officers, partners, principals, or Agents, or if an employee of the Consultant acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section V. In the event of a conviction occurring after the expiration or termination of this Agreement, the Consultant shall be liable for the refund of all fee or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to Eau Claire County.

XIV. RESPONSIBILITY OF A CONSULTANT

- (A) The Consultant shall perform the services with that standard of care, skill and diligence normally provided by a Consultant in the performance of services similar to the services hereunder.
- (B) Notwithstanding any review, approval, acceptance or payment for the services by the County, the Consultant shall be responsible for professional and technical accuracy of its work, services, equipment and other materials furnished by the Consultant under this Agreement.
- (C) If the Consultant fails to perform the services, or any part of the services, in conformance with the standard set forth in Paragraph A above, and such failure is made known to the Consultant within thirty (30) days after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.
- (D) The Consultant shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able - through its own resources or through a qualified surety - to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the work product.

XV. APPLICABLE LAW

This agreement shall be governed under the laws of the State of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of the agreement shall be in Eau Claire County Circuit Court.

XVI. COMPLIANCE WITH THE LAWS

The Consultant hereby represents and warrants:

- (A) That it is qualified to do business in the State of Wisconsin and it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and
- (B) That it is not in arrears with respect to the payment of any monies due and owing Eau Claire County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement; and
- (C) That it shall comply with all Federal, State and local laws, ordinances and legally enforceable rules and regulation applicable to its activities and obligations under this Agreement; and
- (D) That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

In addition to any other remedy available to the County, breach of any of the Paragraphs A through D of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

XVII. TAXES

The County and its Departments are exempt from payment of all federal taxes and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below:

- 1. The County, including all of its departments, is required to pay a Wisconsin excise tax on beer, liquor, wine, cigarette, tobacco product, motor vehicle fuel, engine oil and aviation fuel. However, the County is exempt from payment of State of Wisconsin sales or user tax on this purchase. The County may be subject to taxes imposed by other States on its purchases dependent upon the laws of that state.
- 2. Consultants performing construction activities are required to pay state user tax on the cost of materials.
- 3. The Wisconsin Department of Revenue does not issue state sales exempt numbers to Counties per Wisconsin Statute \square 77.54(9)(a).

XVIII. INDEPENDENT CONSULTANT STATUS

Both parties understand that the County is bound by the public records law, and as such, all terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.31 *et seq.* Provider acknowledges that it is obligated to assist the County in retaining and producing records that are subject to the Wisconsin Public Records law, and that the failure to do so will constitute a material breach of this agreement, and that the Provider must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this agreement.

The relationship of the Consultant to the County shall be that of an independent consultant and the Consultant shall be entitled to none of the rights, benefits, salaries, wages or fringe benefits to which employees of the County are eligible. Nothing in this Agreement shall be construed so as to deem the Consultant, its employees or agents (1) as employees of the County, (2) as carrying out the functions of the County, (3) as effectively acting as or in place of the County, or (4) having the status of the County. The Consultant has no authority to incur any obligation for or on behalf of the County.

No federal, state or local taxes or social security deductions or contributions shall be made by the County on behalf of the Consultant. THE CONSULTANT UNDERSTANDS IT MAY BE LIABLE UNDER SECTIONS 1401 TO 1403 OF THE INTERNAL REVENUE CODE (1980) FOR PAYMENT OF A TAX ON SELF-EMPLOYMENT INCOME AND IT SHALL BE THE CONSULTANT'S RESPONSIBILITY TO KEEP A RECORD OF INCOME UNDER THIS AGREEMENT AND TO FILE SUCH INCOME TAX FORMS AS MAY BE REQUIRED BY LAW. NO DEDUCTIONS FOR ANY PURPOSE WHATSOEVER ARE BEING TAKEN FROM THE PAYMENT SPECIFIED AT 2., ABOVE.

The parties hereto, having read and understood the entirety of this Agreement, consisting of four (4) typewritten pages and _____ attachments, hereby affix their duly authorized signatures.

**EAU CLAIRE COUNTY
(COUNTY) BY:**

(CONSULTANT) BY:

(Name/Title)

(Name/Title)

(Signature)

(Signature)

(Date)

(Date)



REQUEST FOR PROPOSAL

Construction Management Services for the
construction of an Eau Claire County Highway
Maintenance Facility



Request for Proposal Notice:

EAU CLAIRE COUNTY, WISCONSIN

REQUEST FOR PROPOSALS

PROCUREMENT NO. 2019-920

CONSTRUCTION MANAGEMENT SERVICES

Eau Claire County is requesting proposals from qualified consultants to provide the County with Construction Management services for the design and construction of an Eau Claire County Highway Maintenance Facility.

Deadline for submission: 4:00 PM CDT, Monday August 5th, 2019

All proposals must be sealed, endorsed with the name of the provider, and clearly marked: 'Proposal for Procurement No. 2019-920 RFP Construction Management Services' and submitted to:

U.S. Mail, FedEx, UPS, Hand Delivered, etc.:

Purchasing Department:
Eau Claire County
721 Oxford Ave, Suite 3400
Eau Claire, WI 54703

All proposals submitted by mail or in person must be physically received by Eau Claire County by the deadline established by this RFP.

RFP forms can be obtained at the **DEMANDSTAR BY ONVIA** website, www.demandstar.com. This is a free subscription service for agencies participating under the Wisconsin Association of Public Purchasers (WAPP) such as Eau Claire County. Register for **DEMANDSTAR BY ONVIA** at www.onvia.com/WAPP.

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Section 1.0 - Project Description:

Construction of a new central Highway Maintenance Facility for the county-wide operations of the Eau Claire County Highway Department.

PROJECT BACKGROUND

The last major expansion of the Altoona Shop was in 1980, 39 years ago, and at that time the new structures added maximized the available use of the area. Since 1980 the overall fleet has grown, stockpiles have grown, salt storage has increased, and Yard functions have increased in complexity. Moreover, as a result of rules changes the current highway facility site in Altoona does not meet current DNR and storm water standards in regard to capacity and treatment of run off.

The County has determined that further investment in repair and remodeling of the current facility is not cost effective and would not adequately address the long-term needs of the Highway Department. The potential for larger salt storage and additional off-location County storage also add to the long-term needs.

Therefore, the County Board purchased land along Highway 53 and Otter Creek Road adjacent to Interstate Highway 94, parcel number 02411200600.

A preliminary design has been completed and is attached to this RFP. Also note the that the County intends to contract with an Architect & Engineering firm (A&E) and expects the Construction Manager (CM) to work hand in hand with the A&E throughout the project.

1.1 Construction Managers Role(s)

The County is aware there are at least two distinct types of Construction Managers; At-Risk and Agency. Both types of Construction Managers are invited to submit a proposal. The determination will be made upon the selection of the CM.

It is expected that the hiring of a Construction Manager will reduce the project cost in the long term. It is expected that the Construction Manager will take an advisory role during the design phase, then change the role to that of leading the project through the bidding phase, the construction phase, and including the twelve (12) month warranty review.

Self-Performance: The primary responsibility of the selected vendor is to provide construction management services and serve as Eau Claire County's representative during all phases of planning and construction. The selected vendor will be allowed to bid on construction services.

Section 2.0 - Scope of Services:

The purpose of this RFP is to obtain professional services from a qualified firm to perform Construction Management services for the building of a central Highway Maintenance Facility.

The goal is to clearly identify the operational needs of the Highway Department and construct a facility with site layout, buildings program, schedule, cost constraints, and future growth in mind.

2.1 Site Study Review

Complete a thorough review of the Eau Claire County Highway Department 2018 DOT Site Study Draft Report from March 7th, 2018 (section 10). Evaluate site plans, building layout, and recommendations submitted in the report.

Meet with the Project Manager and Highway Commissioner to discuss project needs, layout, and conduct a physical review of the site.

2.2 Design

Work with the A&E firm in an advisory role to develop the best plan, which must consider staff counts, vehicle counts, maintenance functions and efficiencies, traffic and operational flow, storage needs, and distribution methods.

Develop a Cost Estimate in coordination with the Architect, Engineer, and Project Manager, with sufficient detail to be used as the basis for County Board information. The data should include capital costs for facility construction and equipment and operating costs for a life cycle of a minimum of 50 years. Show options for energy savings in keeping with energy star efficiency standards.

Take into consideration reasonable design and construction practices that coincide with the County's green initiative and sustainability. Plans should be made to limit the impact of water and energy usage, reduce environmental health hazards to workers and community, and support recycling practices that reduce materials that are land filled.

2.3 Master Plan Development

Offer project design and/or coordination of ideas that may result in cost savings, efficiencies, and a high-quality facility.

Act as the County's representative on the project, including an on-site presence. Oversee the project safety and insurance programs and manage site security.

Monitor the compliance of contractors with applicable codes and regulations, including ensuring all materials are of high quality and standards.

Prepare any routine progress and budget reports deemed necessary by the County, including but not limited to progress updates, budget status, and forecasting activities planned as well as any deviations from the County-approved work schedule.

Review, validate, and maintain overall program budget.

Develop and maintain master project schedules, contractors' detailed construction work activities and schedules, submittal schedules, occupancy schedules, etc.

Procure surveyors, special consultants, and testing lab services, as required, upon authorization of the County.

Manage other consultants' contracts and payments as needed (not the Architect's).

Assist with and/or provide presentations to the County Board and supervisory committees.

Develop and coordinate a master safety and insurance program with contractors. Review, verify, and monitor all insurance and safety procedures to assure compliance with master program and County's objectives.

Develop and maintain a document management system for existing condition plans, construction documents, and record drawings.

Evaluate final design for Budget compliance and for construction and operational efficiency.

2.4 Bidding

The bid process is to be managed by the County with input from the Construction Manager and Architect & Engineer. This is to include review of the bid categories and specifications prior to releasing the bids.

Facilitate a Pre-Bid Meeting

Qualify and review all low bidders and provide a recommendation of award. Final award is to be made by the County.

2.5 Contract Administration

Schedule and conduct pre-construction meetings.

Develop and issue a comprehensive Contractors Procedures Manual defining communications, administrative, and field construction requirements to be followed.

Process and sign off on payment requests of contractors for approval and payment.

Identify critical long-lead items and develop a strategy and schedule for the purchase of such items.

Provide continuous on-site program/construction management throughout the construct phase.

Process all change orders.

Conduct weekly job site meetings as necessary along with recording and distributing meeting minutes to participants.

Oversee quality assurance testing and inspection programs.

Manage development of punch lists and project closeout.

Receive, review, and administer written guarantee and warranty records with the County.

Assist the County in performing guarantee and warranty inspections with architects and contractors.

Assist the County in coordinating and identifying requirements necessary to obtain Certificate of Occupancy.

Assist with post-construction start-up and transition to operations, including training and orientation of facility personnel as needed.

Assist the County in resolution of any outstanding claims arising out of the project.

Submit final Program/Construction Management project status report summarizing individual project history and conformance to schedule and budgets.

Provide 11th month follow-up.

Section 3.0 - Timetable of Project:

RFP available for distribution to prospective consultant..... June 25th, 2019

Deadline for receipt of questions..... July 15th, 2019

Deadline for submittal of Proposal..... August 5th, 2019 4:00PM

Complete evaluation, review & prepare recommendation..... late August, 2019

Approval and award of selected Firm..... early September, 2019

Section 4.0 - Instructions:

4.1 Request for Proposal Information

It is the responsibility of the consultant to carefully read the entire Request for Proposal, which contains provisions applicable to successful completion and submission of an RFP. If any ambiguity, inconsistencies, or errors are discovered in the RFP, Eau Claire County Purchasing must be notified in writing. Only interpretations or corrections of the RFP made in writing through addenda by Purchasing will be considered binding. Purchasing must receive all requests for interpretation or correction no later than the date specified in the RFP timetable (section 3.0). The RFP consists of all documents identified in the Scope of Work section (section 2.0) of this RFP.

4.2 Clarification of the RFP

If additional information is necessary to assist the vendor in interpreting this RFP, questions will be accepted by: Eau Claire County Purchasing Department, 720 Oxford Ave, Suite 3400, Eau Claire, WI 54703, telephone (715) 839-5114, or email

nancy.williams@co.eau-claire.wi.us

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document by the date listed in the timetable (section 3.0) and not wait until after the submittal due date.

4.3 Contracting Department

The Eau Claire County Highway Department will administer the contract resulting from this RFP. The contracts/finances contact is Jon Johnson, Highway Commissioner. Telephone (715) 839-2952 jon.johnson@co.eau-claire.wi.us. The project manager

contact is Matt Theisen, Director of Facilities. Telephone (715) 839-4739
matt.theisen@co.eau-claire.wi.us

Section 5.0 - Preparing and Submitting:

5.1 General Instructions

Evaluation and selection of the firm for this project will be based on information submitted in the request for proposal plus references, oral presentations (if requested), and supplemental information. Failure to respond to each requirement in the RFP may be basis for rejecting the proposal.

Elaborate Proposals; e.g. expensive artwork beyond that which is sufficient to present a complete and effective proposal is not necessary.

Alternate Proposal. Proposers are encouraged to submit an alternate proposal or creative cost-saving alternatives which meet minimum requirements and specification of this RFP. Indicate such on the proposal. Proposers may submit more than one proposal.

5.2 Submission of Proposal

The following information must be included in your proposal on standard sized paper and organized with headings and sub-headings.

Letter of introduction including name of primary contact, phone number, fax number, e-mail address, and web site address. Include preferred method of contact.

Indicate information and experience of your firm. Describe the firm's capability to provide the services requested. Include a list of the last (5) most recent similar projects and budgets ranges by the firm, including the firm's lead person and references for the project. Include any additional relevant information. (NOT REQUIRED FOR FIRMS THAT WORKED FOR EAU CLAIRE COUNTY IN THE PAST 5 YEARS).

Provide a Scope of work. Include comments on the County purchasing predesigned buildings for storage and indicate how that would affect your scope and perhaps final cost.

Include a sample report from a previous project if available.

Provide a DRAFT LIST of the number of estimated hours proposed to accomplish the proposed services and your time frame to complete the project.

The following information must appear on the RFP submission:

**2019-920 RFP for Construction Management Services of an Eau Claire County
Maintenance Facility**

Proposals must be submitted to:

U.S. Mail, FedEx, UPS, Hand Delivered, etc.:

Purchasing Department:

Eau Claire County

721 Oxford Ave, Suite 3400

Eau Claire, WI 54703

All proposals submitted by mail or in person must be physically received by Eau Claire County by the deadline established by this RFP

Section 6.0 – Evaluation Process and Criteria:

The Selection Committee will first evaluate and rate all responsive proposals on the qualification criteria listed below.

1. Complied with format, complete proposal (Acceptable/Not Acceptable)
2. Company profile/capability of firm (15 points)
3. Experience and qualifications of firm (25 points)
4. Experience and qualifications of staff (20 points)
5. Proposed scope of work (30 points)
6. Expected outcome (10 points)
7. Costs (20 points)

Proposer(s) must attain a minimum of 75% of the possible points (2-6) to be considered qualified for the project. Costs will be submitted in a separate clearly marked envelope with all proposals. The County may limit the final list to the top 2-4 firms and interviews may or may not be conducted.

Section 7.0 - Standard Terms & Conditions:

7.1 Contract Agreement

Eau Claire County uses their standard agreement for the contract (attached, Section 9)

7.2 Award Procedures

Award of the contract will be made to the consultant judged to be the best qualified in meeting the overall objectives of the RFP, while providing the best value and service to Eau Claire County. Eau Claire County reserves the right to use this process as a guide only and may elect to modify this process or eliminate this process completely. The County further reserves the right to reject any and all proposals.

7.3 Appeals Process

Protests of this award must be made in writing specifically stating provisions that have been violated and filed with the Purchasing Department within 10 days after issuance notice of award or after such proposer knows or should have known the facts given rise thereto.

7.4 Locked Price Period

You are requested to submit your best and final cost (attached, Section 8) the first time as cost is a weighted factor in making the award. All prices, costs, and conditions outlined in the RFP shall remain locked and valid for acceptance for a period of 90-days commencing on the due date of contractor's proposal. The County reserves the right to negotiate the scope of services and cost with the highest ranked firm, should the estimated costs exceed the available approved budget for the project.

7.5 Certification of Independent Price Determination

By signing this proposal, the respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The process in this proposal has been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor;

c. No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

7.6 Insurance

Insurance Responsibility: The contractor to perform services for the Eau Claire County shall: (A) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work: (B) Maintain general liability and property damage against any and all claim(s) which might occur in the carrying out of this agreement/contract. Minimum coverage is \$1 million-combined single limit liability. Eau Claire County is to be listed as Additional Insured on all policies. When required, professional liability insurance; minimum coverage is \$1 million. Provide, upon request, an insurance certificate(s) indicating this coverage, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of this agreement/contract.

7.7 Cancellation

The Eau Claire County reserves the right to cancel this contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specification of this contract.

7.8 Contract Award

The County reserves the right to award a contract to the Proposer whose Proposal is deemed to be in the best interest of the Eau Claire County.

Project Timeline:

- A/E Award and design time: January 2021 - July 2021
- Construction: August 2021 - March 2023
- Final acceptance & Move in: May 2023