

Request for Proposal

Johnson County Public Library Construction Manager as Constructor



Contact:

Lisa Lintner
Director
llintner@jcplin.org

Release Date: March 4, 2020

Deadline for Questions: March 18, 2020– 4:30 p.m. (EST)

Questions must be emailed to:

llintner@jcplin.org

tjensen@theveridusgroup.com

mgriffith@theveridusgroup.com

Subject Line: "JCPL CMc Q&A"

Deadline for Proposals: March 27, 2020 – 12:00 p.m.
(EDT)

Notification of Shortlist: April 1, 2020

Interviews week of: April 6, 2020

Notification: April 9, 2020

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Invitation

Qualified firms are invited to submit a Proposal for the completion of Construction Manager as Constructor (CMc) services for the Johnson County Public Library project. This project involves the design and construction of a new 16,500 – 20,000 square foot Public Library Facility in/near Whiteland/New Whiteland Indiana. A summary of the project, services requested, submission requirements and selection process are included herein.

Project Background

Johnson County Public Library completed a building analysis plan that engaged the local community and library staff to identify service needs and concepts for our library system. The first project our Board of Trustees slated for improvement was the relocation and enlargement of our smallest branch library - in the fastest growing part of our county. The Clark Pleasant project and general plan for our facilities can be found at <https://cdn.zephyrcms.com/21a20ead-b3c1-47a5-8f08-1feae7bab573/-/inline/yes/turning-the-page-rev..pdf>. MSR Design was engaged to create a feasibility study of the new construction and combined with analysis of local data and demographics, informed the development of a service and space program; building design concepts; locational analysis and site criteria; conceptual site layouts; estimates of overall project costs for a 16,500 sq. ft. library. The feasibility study is found at pageafterpage.org/cpb-study.

The Johnson County Library Board of Trustees approved the plan and are in the process of securing property for new relocation site. The Library now seeks to engage a Construction Manager as Constructor for preconstruction efforts and construction of the branch.

The Library is committed to a new branch library plan between 16,500 sq. ft. and 20,000 sq. ft. to fit within the total cost of the budget. The Library has been actively saving funds for a number of years and has recently secured a property tax increase to pay for the facility. The Library plans on operational costs to be similar to the current site based on efficiencies of staff and improvements to utility use. The Library has identified a few potential sites for the new library and is currently researching the top candidates.

Project Summary

The proposed project includes the construction of a Public Library and associated site improvements. A summary of key aspects of the proposed project follow.

Site: The Johnson County Public Library is currently pursuing the acquisition of 3 or more acres off of the US 31 corridor in or near Whiteland/New Whiteland, IN

Building: Building elements and improvements are expected to include:

- Community Space/Center
- Teen Space
- Early Childhood Learning Space
- Energy Efficient Design – LED Lighting, High-efficiency HVAC

- Integration of technology, including AV in appropriate programming spaces and facility-wide WiFi access
- Accessibility

Cost/Funding: The overall project budget is \$8,800,000 including all hard and soft costs.

Schedule: JCPL's goal is to begin construction in the Fall 2020, with completion in 2021.

Services Requested

JCPL is looking to contract with an experienced CMc to provide the full range of pre-construction and construction services. Please provide your own scope of work as part of your submittal

Submittal Requirements

Four hard copy responses and a PDF version on a flash drive shall be submitted by 12:00pm (EST) on March 27, 2020. **Documents received following that date and time will not be considered.** Please seal all submittal documents in an envelope or box and label as follows:

JCPL Branch Project
Proposal for CMc Services

Responses are to be sent to:

Lisa Lintner – llintner@jcplin.org

Johnson County Public Library
Library Services Center
Attention: Lisa Lintner - Director
49 E. Monroe St
Franklin, IN 46131

The submittal shall include the following components, submitted in this order. The total submission shall not exceed 25 pages.

1. Cover Letter
2. Firm Background – including lines of service, general approach to projects
3. Project Team
 - a. Include brief resumes for each team member including their role in the project, firm and date of employment.
 - b. Include client’s main point of contact.
 - c. Identify percentage of time each individual will commit to the project.
 - d. Identify hourly rate of each individual.
 - e. Identify participation rates broken out by M/W/VBE firms.
4. Similar Projects Completed
 - a. This should demonstrate significant firm experience related to the project, including a summary of the firm’s experience on Library and municipal projects as well as CMc experience. Please provide total cost of project for each example
5. References
 - a. Provide a minimum of three client references with contact information
 - b. Provide references from Architect/Engineering teams you have worked with on construction management projects. Identify any that were specifically for a CMc project.
6. Project Approach – This should include responses to the following:
 - a. Indicate your approach to achieving a green and sustainable project in a fiscally responsible manner.
 - b. Indicate your firm’s approach and timing for developing and executing a Guaranteed Maximum Price

- c. Indicate your approach for self-performing work and pre-qualifying of first tier subcontractors.
7. Project Scope of Work
8. Project Schedule Proposal (Gantt Chart)
9. MBE, WBE, and VBE Participation
 - a. Respondents should provide a summary of the firm's history of contracting with or hiring minority, women and veteran owned business enterprises; and
 - b. Respondents should provide a summary of good faith efforts to fulfill goals for contracting with or hiring minority, women and veteran business enterprises
10. Fee Proposal
11. Certificate of Insurance and Bonding – Indicating compliance with the following:
 - a. Provide documentation from your surety or bonding agent regarding your firm's bonding capacity. The selected Construction Manager as Constructor will be required to provide a payment and performance bond in the amount of the Guaranteed Maximum Price.
 - b. Insurance requirements as listed in the following pages.
12. Acknowledgements
 - a. Acknowledge firm capacity to complete this project per the schedule submitted.
 - b. Acknowledge verification of receipt of all addendums to this posting.
 - c. Acknowledge ability to meet requirements of Standard Contract terms included at the end of this posting.

Insurance Requirements

The selected CMc team will be required to carry certain levels of liability insurance as listed below. When and where possible, the Johnson County Public Library and the Veridus Group shall be listed as additional insured parties.

The Construction Manager as Constructor shall maintain the following minimum insurance:

Commercial General Liability (Occurrence Form)

- | | |
|--|-------------|
| ○ Each Occurrence | \$1,000,000 |
| ○ Products/Completed Operations Aggregate | \$3,000,000 |
| ○ General Aggregate (other than Prod/Comp Ops Liability) | \$3,000,000 |
| ○ Personal & Advertising Injury Liability | \$1,000,000 |

CMc to purchase and maintain general liability and other insurance as specified and to cause The Johnson County Public Library and Owner's Representative to be listed as Additional Insured with respect to such liability and other insurance purchased by CMc for Project.

Contractor's Professional Liability / Professional Errors & Omissions

CMc shall carry Contractor's Professional errors and omissions liability with a limit of \$1,000,000

Automobile Liability

- | | |
|-------------------------|-------------|
| ○ Combined Single Limit | \$1,000,000 |
|-------------------------|-------------|

CMc to purchase and maintain general liability and other insurance as specified and to cause The Johnson County Public Library and Owner's Representative to be listed as Additional Insured with respect to such liability and other insurance purchased by CMc for Project.

Workers Compensation and Employer's Liability

- | | |
|-----------------------------|-------------------------|
| ○ Workers Compensation | State Statutory Limits |
| ○ Employer's Liability | |
| ▪ Bodily Injury by Accident | \$500,000 Each Accident |
| ▪ Bodily Injury by Disease | \$500,000 Policy Limit |
| ▪ Bodily Injury by Disease | \$500,000 Each Employee |

Umbrella Liability

- | | |
|---------------------------------|-------------|
| ○ Each Occurrence and Aggregate | \$4,000,000 |
|---------------------------------|-------------|

CMc to purchase and maintain general liability and other insurance as specified and to cause The Johnson County Public Library and Owner's Representative to be listed as Additional Insured with respect to such liability and other insurance purchased by CMc for Project.

All coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

Selection Process

The following is a summary of the review/selection process:

- Upon receipt of submissions, the evaluation committee will review proposals and short list firms. Shortlisted Firms will be notified on April 1.
- Firms may be invited for an interview between April 6- April 10
- Interviews will last one hour and will consist of an opportunity for your firm to present your proposal followed by a question and answer discussion.
- At the interview, the JCPL’s expectation is to meet with the actual team to be assigned the project, including the project manager.
- After the interviews, the evaluation committee will review all information received and forward a recommendation to the Johnson County Library Board for formal action.
- The evaluation committee will consist of:
 - Lisa Lintner
 - Kit Logan
 - Sarah Taylor
 - Dan Mitchell
 - Kirk Bixler
 - Tim Jensen
 - Marc Griffith
- The evaluation criteria for the project is as follows:

Evaluation Criteria	Weight (100 total)	Score (1 lowest, 10=highest)	Weighted Score
General Experience and Qualifications	15		
CMc Experience	15		
Historic and Adaptive Re-Use Experience	20		
Experience of Project Team	15		
MBE, WBE and VBE Participation History and Good Faith Efforts	10		
Compliance with RFP	5		
Fees	20		
TOTAL			

Additional Notes and Requirements

- The JCPL may invite one or more firms for an interview. Interviews will be conducted the week of April 6, 2020. Firms invited for an interview will be invited to submit a formal fee proposal with fee justification information. At the interview, the JCPL's expectation is to meet with the actual team to be assigned the project, including the project manager.
- Selected consultant will be required to furnish an agreement containing the provisions attached at the end of this Request for Proposal. The firm's ability to meet these terms shall be acknowledged in the Request for Proposal.
- Respondent will be required to sign and notarize the Non-Collusion Affidavit attached to this Request for Proposal.

General Conditions

Be it understood that:

- The JCPL reserves the right to reject any and all Statement of Proposal/ Qualifications at its sole discretion.
- The JCPL does not require you to submit a certified check or other evidence of financial responsibility with your proposal.
- All offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The JCPL may enter into discussions with offerors to clarify and assure a full understanding of proposals.
- The JCPL is not responsible for any costs associated with preparing a response to this request. All costs will be the responsibility of the proposer.
- The JCPL may refuse to disclose the contents of the Statement of Proposals/ Qualifications during discussions with eligible offerors.

Questions and Clarifications

In order to provide an equal opportunity to meet and communicate with the evaluation committee, the JCPL will only answer written questions submitted by email during the RFP period. Verbal inquiries shall not be made to JCPL or selection committee representatives.

Questions shall be submitted to:

Llintner@jcpln.org

Tjensen@theveridusgroup.com

Mgriffith@theveridusgroup.com

Subject Line: "JCPL CMc Q&A"

Questions must be emailed by March 18, at 4:30pm (EST). If clarifications or corrections need to be issued to this RFP, an addendum with all questions and responses will be emailed by March 20, 2020 at 10:00am.

Johnson County Public Library Provisions Required in All Contracts

This section is included as a courtesy to give advanced notice of requirements on all JCPL contracts. Please acknowledge ability to meet these requirements in the Acknowledgments section of your proposal.

Prevailing Party – Attorney Fees

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

Engaging in Activities with Iran

By signing this Contract, [Selected Respondent] certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

E-Verify

[Selected Respondent] shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, **[Selected Respondent]** shall enroll in and verify the work eligibility status of all newly hired employees of **[Selected Respondent]** through the E-Verify Program (“Program”). **[Selected Respondent]** is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. **[Selected Respondent]** and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that **[Selected Respondent]** or its subcontractors subsequently learns is an unauthorized alien. If **[Selected Respondent]** violates this Section 7(b), The JCPL shall require **[Selected Respondent]** to remedy the violation not later than thirty (30) days after The JCPL notifies **[Selected Respondent]**. If **[Selected Respondent]** fails to remedy the violation within the thirty (30) day period, The JCPL shall terminate the contract for breach of contract. If The JCPL terminates the contract, **[Selected Respondent]** shall, in addition to any other contractual remedies, be liable to The JCPL for actual damages. There is a rebuttable presumption that **[Selected Respondent]** did not knowingly employ an unauthorized alien if **[Selected Respondent]** verified the work eligibility status of the employee through the Program.

c. If **[Selected Respondent]** employs or contracts with an unauthorized alien but The JCPL determines that terminating the contract would be detrimental to the public interest or public property, The JCPL may allow the contract to remain in effect until The JCPL procures a new contractor.

d. **[Selected Respondent]** shall, prior to performing any work, require each subcontractor to certify to **[Selected Respondent]** that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. **[Selected Respondent]** shall maintain on file a certification from each subcontractor throughout the duration of the Project. If **[Selected Respondent]** determines that a subcontractor is in violation of this Section 7(d), **[Selected Respondent]** may terminate

its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by **[Selected Respondent]** or the subcontractor.

e. By its signature below, **[Selected Respondent]** swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to The JCPL that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

Non-Discrimination

[Selected Respondent] agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That The JCPL may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by The JCPL and all money due or to become due hereunder will be forfeited.

Americans with Disabilities Act Requirements

It is the intent and goal of the JCPL to ensure that all new construction comply with all applicable accessibility and non-discriminatory guidelines including the ADA and PROWAG guidelines.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines must be met on all projects requiring compliance with the FHA, Section 504, or the ABA.

Non-Collusion Affidavit

STATE OF INDIANA)
)
_____ COUNTY)

The undersigned offeror or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Offeror (Firm)

Signature of Offeror or Agent

Subscribed and sworn to before me this ____ day of _____ 2020.

, Notary Public

Commission Number: _____

Commission Expires: _____

County of Residence: _____