



Request for Proposal

Municipal Facility Pre-design
Construction Manager Services

City of Burnsville, MN

August 8, 2022

Introduction

The City of Burnsville recently completed a space needs study for the City Hall/Police and Maintenance facilities. As a next step, the City is now seeking proposals from qualified Construction Manager firms to partner in a Pre-design Phase for these buildings. The selected firm will collaborate with the selected Architect and Engineering firm, the City Core Team and decision makers to identify needs and develop options that ensure a high efficiency workplace. Plan options must give flexibility to adapt to future needs, looking out at least 20 years. The project will analyze space requirements, identify the constraints and maximum opportunities of the existing sites, develop a Program and Schematic Design which describes all the rooms and spaces for the project, their sizes and specific features, cost estimating, project phasing and recommended alternatives if necessary. The work shall include a wholistic approach to community engagement and it is essential that the analysis be conducted in a transparent manner and involve the operations staff to the appropriate degree.

Background

Constructed in 1988, the current City Hall building was created to provide a building for public use that houses city operations including Administration, Community Development, Human Resources, Finance, IT, Recreation & Facilities, Fire and other City services. The 43,781 sq. ft building located at 100 Civic Center Parkway in Burnsville serves as the primary work space for 83 full time employees, 8 seasonals and a varying number of volunteers, interns, consultants and contractors.

Originally constructed in 1988, the 51,533 sq. ft facility had a small renovation in 1995 and a major remodel, renovation and expansion in 2018. It is essential that solutions for Police needs maintain the majority of work completed in 2018 while meeting the needs of the Department for the next 20+ years.

A 50,500 sq ft Maintenance Facility, located at 13713 Frontier Court, was constructed in 1995 and a 33,152 sq ft addition was completed in 2008. The building provides work space for 65 full time employees and up to 56 additional seasonal employees.

Since their designs and construction, operations, security needs and services delivery have changed. Additionally, appropriate space for staff work areas, collaborative spaces, meeting spaces, and storage is at a premium at these facilities leaving little to no opportunity to grow or adjust to changing service demands.

Objectives

City staff have identified eight guiding principles to serve as the foundation for the planning process. These guiding principles include: Welcoming to the Community, Efficient and Effective, Clear Communication, Sustainable, Functional and Flexible, Healthy, Safe and Fiscally Responsible.

Key study objectives include:

- Design welcoming, well-organized facilities oriented to serving our community and promoting inclusion and belonging
- Engage project stakeholders during all architectural and design phases
- Design high-quality facilities that reflect our values of innovation, collaboration and excellence
- Design a building plan and site plan that is functional for current services and flexible for future changes to services
- Ensure design uses LEED as a guide for design elements
- Design meets or exceeds requirements for ADA, building and zoning codes, and wellness goals
- Design spaces that are safe, secure and welcoming while providing a great public experience

Pre- Design Construction Manager Services

The selected Construction Manager will provide professional support to the selected Architect and Engineering firm and City Core Team to accomplish the scope of work outlines in items 1.0 – 4.0 below. These responsibilities will include but are not specifically limited to the following:

- Assist with development of plans, specifications and cost estimates as needed
- Attend project meetings (three to four per month as needed)
- Provide value engineering and constructability reviews to ensure project budget and design standards are maintained
- Provision of timely and accurate information, cost and time estimates and participation in decisions regarding construction materials, methods, systems, phasing and costs to achieve the highest quality construction and facilities within the budget and schedule.
- Identification of sustainable alternates where it financially and feasibly makes sense (e.g. LEED, application for energy related incentive programs, etc.).
- Provision of information informing City and A/E of current construction market, bidding climate, status of key sub-contract markets and other local economic and weather-related conditions.

- Assessment and recommendation of alternative construction options to enhance the quality of the projects

Scope of Work

Utilizing staffing level projections, space guidelines, city services and other relevant information provided by City staff, the selected consultant will produce a Pre-design analysis report for each building (City Hall/Police and Maintenance Facility). Each project shall include a narrative describing:

- Project scope
- Project need
- An estimated cost in current dollars for design, construction, FF&E (furniture, fixtures and equipment), technology, and contingency fees to meet the needs of the identified planning work

The City of Burnsville anticipates the selected firm will assist the Core Team through a process consistent with the work program outlined below. Consultants may work collaboratively with selected Architect firm to suggest deviations to this work program that would better achieve project goals.

1.0 SITE ANALYSIS

In addition to reviewing existing City documentation, the consultants will collect additional data necessary to provide plan recommendations for each facility. This includes but is not limited to:

- Analyze site to understand the constraints that may be imposed upon a project and its design
- Evaluate existing conditions including but not limited to:
 - Geotechnical Reports - Producing and evaluating geotechnical reports that provide owner with information about soils and geologic conditions on and below the surface of each site including.
 - Hydrology Studies – Includes but is not limited to reviewing existing maps, records and collecting information as it pertains to surface water drainage patterns (on and off site), floodplain zones, aquifers, wetlands, depth of ground water, and storm drainage system requirements.
 - Land Surveys – Review existing records and gather information to describe existing site features, project boundaries, property lines, right-of-ways, easements, grades and elevations and identify utilities on each site.
- Surveys of existing of existing hazardous materials related to each building and site and recommend the proper removal or mitigation methods

2.0 Inventory and Assess Needs

The City recently completed a Phase 3 Space Needs Study. The Phase 3 Municipal Space Needs Assessment can be reviewed on the City project website for the Pre-Design project. In addition to reviewing existing City documentation, the consultant will understand the details of that report and collect additional data, if necessary, to provide a baseline for the Pre-Design/Schematic Design phase. This includes but is not limited to:

A. Identifying Current Facility Conditions and Deficiencies

- Age of Facility
- Structural Issues
- Size (sq. ft.)
- Number of Staff
- Equipment
- Mechanical Equipment and Controls
- * Storage
- * ADA Compliance
- * Utility Costs
- * Hours of Operation
- * Photos

B. Review and Understand Space Needs (Phase 3 Space Needs Study – Draft/Final Report)

The Consultant will have the opportunity to review and if necessary, further explore the results of Phase 3 Space Needs Study in following areas:

- Meet with staff to gain an understanding of how the Phase 3 Space Study – Final Report did or did not meet specific needs
- Review projected staffing levels and assess work spaces based on existing standards
- Evaluate equipment, material and operational storage (short and long term)
- Evaluate spaces where staff have direct interaction with the public (front counters, lobbies, Council Chambers, placemaking, deliveries, etc)
- Evaluate collaborative space needs
- Evaluate parking spaces for city vehicles and the public
- Evaluate AV and IT infrastructure and functionality

C. Future Facility Needs

3.0 Community Engagement

Community engagement is an important way for the City of Burnsville to both collect and provide good, quality, accurate, shareable, information to stakeholders and community members. A wholistic, robust engagement process and methods of providing and collecting information should include but is not limited to:

- Outreach – creates awareness of the project (fact sheets, websites, open houses, etc.)
- Involvement – allows community and stakeholders the opportunity to propose ideas (public meetings, focus groups, advisory boards, etc.)
- Consultation – provides community and stakeholders the opportunity to provide feedback on developed ideas and proposals, (surveys, public meetings, focus groups, advisory boards, etc.)

4.0 Programming/Schematics

Information from the inventory and assessment of needs in steps 1.0 through 3.0 will guide the Architect and Engineer and Construction Manager in generating recommendations based on the guiding principles, goals and objectives identified. At a minimum, recommendations should address the following elements:

- Determine the ability of the existing site, buildings and Phase 3 Space Study options to meet the programmatic and operational space requirements
- Develop preliminary site design layouts (interior and exterior) including space sizes, contents, activities, relationships, floor plans, elevations and exterior concepts that provide solutions that address short-term and long-term deficiencies, opportunities, and accomplishes the goal of each guiding principles
- Develop cost estimates for each proposed solution

Desired Project Schedule

- | | |
|------------------------------------|-----------------------------------|
| • Request for Proposals Advertised | Aug 8, 2022 |
| • Pre-Proposal Meeting | Aug 22, 2022 10:00 am – City Hall |
| • Requests for Proposals Due | Sept 2 – 4:00pm |
| • Interviews (if necessary) | Sept 7-8, 2022 |
| • Council Background details due | Sept 14, 2022 |
| • Council awards contract | Sept 20, 2022 |
| • Project may begin | Sept 21, 2022 |
| • Project complete | Dec 20, 2022 |

5.0 Cost Estimating/Cost Indexing and Budgeting

Identify construction costs, soft costs and owner costs (relocation, storage, FFE) with appropriate contingencies including

Specifications

The Proposal response should be fully self-contained and display clearly and accurately the capabilities, knowledge, experience and capacity of the respondent to meet the requirements of the project and the RFP. The response is limited to 12 pages excluding appendices.

Please provide the following information as part of your submission:

- A. Company history
- B. A statement relating to your general approach, objectives, and goals to this project.
- C. A description and timing of deliverables to be provided by the firm
- D. A detailed work plan that identifies major tasks to be completed and a timeline for those tasks that will be used as a scheduling and management tool.
- E. A detailed cost breakdown. Please only include a “not to exceed” total dollar amount.
- F. Examples of work in the past five years in similar government planning or analysis.
- G. Resumes, including responsibilities, background, and relevant experience of key personnel that will be working directly on this project with a focus on experience with similar projects
- H. Names of three to five individuals that can be contacted as references concerning the professional capabilities of your firm to perform on this project.
- I. Additional information or materials that you believe communicate the capabilities of your firm to perform this project.

Rights of Review

The City of Burnsville reserves the right to reject any or all quotes or to request additional information from any or all applicants as determined to be in the best interest of the City.

Affirmative Action

The City of Burnsville requires affirmative action and, therefore, the contractor selected shall not discriminate under the contract against any person in accordance with federal, state, and local regulations.

City of Burnsville Affirmative Action Policy

The City of Burnsville, Minnesota, has adopted a policy that it will not discriminate in employment practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, handicap or disability; that it has agreed to take affirmative action to recruit minorities, women and handicapped persons into its employment; and that it will transact business only with firms who have adopted similar non-discriminatory and affirmative action policies.

Contract Execution

The contractor chosen will be required to enter into a contract with the City of Burnsville for the proposed work prior to commencement of any work (see attached draft contract). The contractor chosen will also be required to provide a certificate of insurance demonstration compliance with the minimum insurance requirements, and provide performance and payment bonds as required by law. The information below is being provided as part of this request for proposals to give contractors an understanding of the City's expectations with respect to contract execution.

A. Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and contractor be unable to agree upon the entire contract, the City reserves the right to discontinue negotiations, select another contractor, or reject all of the proposals. Upon completion of negotiations agreeable to the City and the contractor, a contract shall be executed.

B. Contracting Ethics

1. No elected official or employee of the City of Burnsville who exercises any responsibilities in the review, approval, or implementation of the proposal shall participate in any decision, which affects his or her direct or indirect financial interests.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City of Burnsville employee or Council person, or for any City of Burnsville employee or Council person to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
3. The contractor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The contractor shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City of Burnsville.

Please submit the fee for your services on this project for both the City Hall/Police and Maintenance Facility project. It is expected that the proposed fee is a fixed, all-inclusive, not to exceed fee (unless City staff changes the scope of the project) that reflects both compensation for services and compensation for reimbursable expenses based on the scope of the project identified above. Your proposal should also include a timeline for these services.

Please provide six original copies and one electronic copy of your responses to this Request for Proposal. These copies are to be received at the offices of the City of Burnsville no later than 4:00pm on September 2nd, 2022. Proposals should be directed and delivered to:

City of Burnsville - Municipal Facilities Pre-Design CM
Attn: Garrett Beck
100 Civic Center Parkway
Burnsville, MN 55337

Please direct questions in writing to Garrett Beck at garrett.beck@burnsvillemn.gov

Following the review of the received Requests for Proposals by the City, firms may be contacted for additional information or to participate in an interview process.

General evaluation criteria

- A Demonstrated understanding of the requirements of this project.
- Project approach and schedule.
- Qualifications and expertise of key personnel assigned to the project and their proven ability to efficiently complete similar projects.
- Experience of the firm and project team, directly relating to this project.
- Comments and opinions of references.
- Firm possesses resources required to complete the project.
- Clarity, consciousness, and organization of the Proposal.
- Cost of the Proposal.

This Request for Proposal is only a solicitation for information. The City is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of Proposals and interviews. Proposals received after the deadline will be disqualified from consideration. The City reserves the right to reject any and all proposals and to interview firms, which in the City's judgment, will best meet City needs.

SAMPLE - PROFESSIONAL SERVICES AGREEMENT - SAMPLE

Burnsville Municipal Facility Space Needs Assessment

AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF BURNSVILLE**, a Minnesota municipal corporation ("City") and _____.

IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Consultant to conduct a Municipal Facility Space Pre-design Assessment of City Hall, Police and Maintenance Facility.

2. COMPENSATION. Consultant shall be paid _____ by the City in accordance with the Consultant's proposal, except that following submittal and acceptance by the City of the Draft Study the City shall pay the Consultant _____, and shall pay the remaining _____ upon presentation and acceptance of the Final Study and Presentation.

3. COMPLETION DATE. The Consultant must complete the services on or before _____ for the Draft Study and _____ for the Final Study. The obligation to provide further services under this Agreement may be terminated by City without cause upon written notice to the Consultant. Upon termination Consultant shall only be paid for work actually performed.

4. DOCUMENTS. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Consultant in conjunction with this contract.

5. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

6. STANDARD OF CARE. Consultant shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

7. INDEMNIFICATION. The Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

8. INSURANCE. Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$2,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability and umbrella policies.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$125,000 unless the City agrees to a high deductible.

Before commencing work the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer's intention of cancel this insurance.

9. INDEPENDENT CONTRACTOR. The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

10. SUBCONTRACTORS. Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Consultant's receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

11. NONDISCRIMINATION. All Contractors and subcontractors employed shall comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations, promulgated and adopted pursuant thereto. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract.

12. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

13. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

14. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

15. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

16. COPYRIGHT. Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

17. RECORDS. The Consultant shall maintain complete and accurate records of time and expense involved in the performance of services.

18. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

CITY OF BURNSVILLE

Mayor Elizabeth B. Kautz

Melanie Mesko Lee, City Manager

Company Name

By: _____

Its _____