



REQUEST FOR PROPOSALS (RFP)

**CONSTRUCTION MANAGEMENT SERVICES  
for DOWNTOWN PUBLIC IMPROVEMENTS**

**Introduction**

The City of Shakopee has retained the civil and municipal engineering and landscape architecture firm WSB & Associates to design public improvements for Historic Downtown Shakopee. The proposed project reconstruction of the Lewis Street parking lot including landscaping and specialty pavement and a new concrete alley; construction of a new plaza at the River City Center including two pieces of sculpture; development of a new gateway pedestrian plaza with brick sculptural elements and concrete crosswalks across County Highway 101 to Huber Park. The total construction budget for the project is \$1.5 million and an additional reserve of \$400,000 for sculptural elements.

A schematic design phase and surveys have been completed by Loucks and WSB is now moving into construction drawings. Final plans and specifications are scheduled to be completed by May 8, 2017, followed by bidding and award of the construction contract on or about June 13, 2017.

Construction is scheduled for completion before winter 2017. Sculptural pieces will be installed in Spring 2018.

**Invitation**

The City seeks to hire a qualified Construction Manager Agent (CMA) to facilitate the construction of the improvements that are well-designed, cost-effective to build and operate, and constructed to a standard that will serve the the Downtown businesses and residents of Shakopee for years to come. The CMA will be part of an integrated team to assure that the goals of the City and the scope and progress of the work are properly aligned throughout the construction process.

Interested firms are asked to submit a proposal no later than 4:30 p.m. on April 7, 2017. Proposals should be addressed to Michael Kerski, Director of Planning & Development, and should be mailed to or dropped off at Shakopee City Hall, 129 Holmes St. S., Shakopee, MN 55379. Proposals may also be emailed to [mkerski@ShakopeeMN.gov](mailto:mkerski@ShakopeeMN.gov).

Proposals should be broken down into two phases, including: A) preconstruction and bidding services and B) construction and post construction services. The anticipated contract period will be from the date of acceptance of the agreement with the selected construction management firm until bidding or until construction is completed.

**Important Dates**

- Release of RFP..... March 7, 2017
- Proposals Due ..... April 7, 2017
- Interviews..... April 21, 2017
- Recommendation and Council Action ..... May 16, 2017

### **Key Contacts**

The City of Shakopee, as the Owner, is represented by Michael Kerski, Director of Planning & Development, City of Shakopee, 129 Holmes St. S., Shakopee, MN 55379. Phone: 952-233-9346.

The Civil Engineer/Landscape Architect identified and selected for this work is: WSB Associates, c/o Jason Amberg, 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416: Phone: (763) 231-4841.

### **Construction Management Goals**

The following general goals reflect the purposes for which the City has elected to seek construction management services rather than a general contractor:

- To develop, manage and complete the project within a defined time schedule.
- To develop, manage and complete the project within a given budget.
- To develop, manage and complete the project within quality and program guidelines.

The City of Shakopee intends to utilize a Construction Management Agency approach for this project. The City expects the services of a Construction Manager to provide the following benefits:

- The CMA will offer a perspective on cost, quality and value to provide the City with the best information possible to deliver an outstanding and impactful improvement program for the Downtown.
- The added experience of a CMA will help identify lead time concerns and cost control methods during the design process.
- The CMA will assist the City and the Engineer/Landscape Architect to determine which projects will benefit from different scheduling and bid packaging opportunities.
- The CMA's management of multiple bid packages will allow for the inclusion of smaller, local contractors since the project is broken down into smaller projects.
- The CMA will act as Owner's agent in the field and contractually during construction.
- The CMA retains the primary responsibility for staying within the established budget and meeting project delivery schedules during the implementation phase.

While the CMA team and the Engineer/Landscape Architect will work together to guard the City's interests, it is expected that they will provide independent services to the City and thereby offer checks and balances in the interest of maximizing the available budget while ensuring a high quality end product. It is expected that communication will be maintained through regularly scheduled meetings with written meeting minutes to keep everyone apprised of the activities of the project from early planning meetings to the final punch list item.

### **Contract Award**

In addition to cost, the City of Shakopee's selection of a Construction Manager will be based upon qualifications and experience with similar projects. After an initial review of proposals, the City anticipates interviews with the leading respondents followed by reference checks. The City reserves the right to overlook any technicalities and accept or reject any or all proposals in the best interest of the City and the project.

The firm awarded the project shall be a construction management firm in the State of Minnesota or able to provide such services to entities within the State of Minnesota. The selected CMA firm must have demonstrated expertise in site work/design estimating, and project management without the use of additional subcontractors.

Firms are encouraged to prepare fee and cost schedules based on the criteria established and the scope of services outlined within this document as negotiations to finalize an agreement will be entered into expeditiously so that the recommendation for award can be presented as quickly as possible. Please provide estimated fees and cost schedules and a sample completed AIA Agreement with all applicable attachments in a separately marked envelope as part of the submittal package.

### ***Contract between the Owner and Construction Manager***

The STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER (printed AIA Document C132-2009) will be used as the basic contract for construction management services. The Owner reserves the right to make modifications to this document.

In the event of any conflict between the terms and conditions stated in any amendments and those in any part of AIA Document C132-2009, the amended document shall supersede the AIA Document C132-2009 and shall govern in all respects.

The Construction Manager proposal and form of agreement must be compatible to avoid conflicts in the agreements that might be cause for renegotiation of any previously approved agreements.

### ***Submittals and Requirements***

It is intended that proposals be brief. However, proposals must provide the following minimum information, and it is preferred that the information be provided in the following general order:

#### **Cover Page:**

- a. Identify the name of the project
- b. Company name, address, phone & fax numbers, contact person, voice telephone, fax telephone, and e-mail address.

#### **Part I: Business Organization and History**

- a. Brief history of the firm, including listing of principal officers, corporate structure, and ownership type. Identify the number of years the firm has provided similar construction management services.
- b. Identify other services your firm presently provides, besides construction management, under the name stated above or any other name. Identify construction services and/or other services, you provide as agency construction manager.

**Part II: Team Identification**

- a. Identify key staff and positions for each of the phases proposed for this work. Include brief staff resumes focusing on project experience that enhances qualifications for this work.
- b. Identify project availability during the work and any project conflicts based upon other work or project commitments.

**Part III: Key Qualifications and Approach**

- a. Based upon your knowledge of the proposed work, describe why the City of Shakopee should team with your firm for these projects.
- b. Briefly, how do you propose to administer this project?

**Part IV: Project Examples, Supplemental Information**

- a. Briefly, utilize this portion of the proposal to identify those “value-added” qualities, conditions, services, or attributes of your proposal that enhance or support the proposal document.
- b. Letters of recommendation might also be provided as well as project examples or project data sheets.

**Part V: Cost Proposal**

- a. Please outline your firm’s not-to-exceed staff cost, not-to-exceed CM Fee expressed as a dollar amount, and not-to-exceed reimbursable expenses expressed as a dollar amount.
- b. Please note the number of hours you will allocate per week toward onsite supervision during the construction phase.
- c. Please separate the costs as stated above into two phases: preconstruction/bidding services and construction/post construction services.

**Rights Reserved**

The City of Shakopee reserves the right to waive any irregularities in any proposal and to select the proposal evaluated to be most advantageous to the City. The City and its representatives reserve the right to request additional information from any proposer or from all proposers. The City reserves the right to disqualify any proposal or to reject all proposals if it is deemed to be in its best interest. The request for proposals does not commit the City and/or their committees or a representative to pay costs incurred in the submittal of any proposal and does not commit the City to procure or contract for any services.

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