

Request for Proposals Madison Lifestyle District – Phase I Parking Garage Construction Manager as Constructor (CMc) Services City of South Bend, Indiana



Table of Contents

A.	li	nstructions to Respondents	3
В.	P	Project Details	4
1		Purpose of Request for Proposals	4
2		Background	4
3		Project Summary	5
4		Services Requested	5
C.	C	City/Owner Project Specific Goals	6
D.	P	Proposal Format for Submittal	7
1		Cover Page	7
2		Table of Contents	7
3		Firm Background/Team/Experience	7
4		Project Approach	7
5		MBE and WBE Participation	8
6		Project Costs	8
7		Non-Collusion Non-Debarment Affidavit Non-Iran Form	8
8		Certificate of Insurance and Bonding	8
E.	S	election Process	9
1		Request for Proposal Issued by Owner	9
2		Pre-proposal Conference	10
3		City review of proposals	10
4		Evaluation Criteria	10
5		Interviews with Short-listed firms	10
6		Selection of Winning Proposal	11
CON	VT.	RACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT	12
aaA	er	ndix A: Scope Documents	15

A. Instructions to Respondents

- Interested respondents MUST complete registration form at https://www.southbendin.gov/RFP to receive updates or addenda.
- Review the required Non-collusion form also at https://www.southbendin.gov/RFP. Do not submit qualifications if these terms are not acceptable.
- A required pre-proposal conference will be held on Dec. 3rd, 2024 at 10 AM EST at the Board of Public Works Conference room at County City Building at 227 W.
 Jefferson Blvd. on the 13th floor. The pre-proposal conference will include a virtual option.
- Questions are welcome and appreciated. Questions should be asked at the preproposal meeting or by email <u>zhurst@southbendin.gov</u>. Questions are due by 5:00 PM on Dec. 10th, 2024.
- Answers to all questions will be provided in writing to all **registered** respondents.
- If the City determines any new information, question, or concern alters the RFP, an addendum will be issued to revise the RFP.
- Sealed responses must be submitted via email to the Office of the Board of Public Works: <u>BPWbids@southbendin.gov</u> by **9 AM on December 17th, 2024**. Response package should be labeled "Proposal For Construction Manager As Constructor (CMc) Services: Madison Lifestyle District., Project Number 123-074."
- All proposals received will be opened at the Board of Public Works meeting following submission. Review and evaluation will occur between Dec. 20th and January 6th, and requests for interviews with firms be sent before January 6th, 2025. Selection by the Evaluation Committee will occur following the evaluation and interview process.
- Provide seven (7) hard copies of response as well as an electronic copy on a thumb drive.
- Late responses will not be accepted and will be returned to the submitting company unopened.
- The City is not liable for any cost incurred by any person or firm responding to this RFP.
- The City reserves the right to reject as nonresponsive any responses that do not contain the information requested in this RFP and in the form outlined in this RFP.

1. Purpose of Request for Proposals

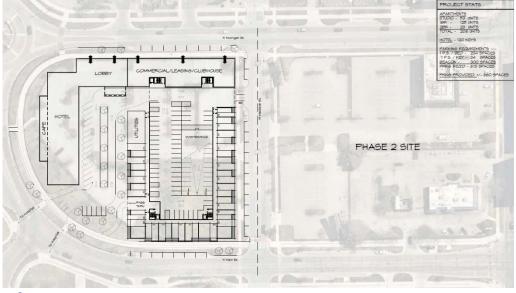
The **City of South Bend** is requesting proposals for the services of a Construction Manager as Constructor (CMc) as allowed under Indiana Code 5-32 for renovations and expansions to the Madison Lifestyle District located at generally located at 425 N. Dr. Martin Luther King Jr. Drive (within the block bounded by Marion Street (to the North), Madison Street (to the South), Main Street (to the West) and Dr. Martin Luther King Jr. Blvd. (to the East). A summary of the project is included herein.

2. Background

The **City of South Bend**'s mission is to deliver services that empower everyone to thrive. This delivery is in line with the City's values of excellence, accountability, innovation, inclusion, and empowerment. The City has over 1,100 employees and an annual budget of over \$350 million. The City maintains a high credit rating of "AA."

The Madison Lifestyle District is a mixed-use development that will transform two blocks south of Memorial Hospital in downtown South Bend. The project will bring hundreds of new housing units, a hotel, and significant commercial square footage and structured parking to support the project itself and the new Beacon Patient Tower that is being constructed on the Memorial Hospital campus. As part of supporting the investments by Beacon Health System and private developer Great Lakes Capital, the City of South Bend will construct structured parking to support the needs of both entities.

Phase I of the Madison Lifestyle District will encompass the northern block of the total development site, shown below:



3. Project Summary

The overall Madison Lifestyle District project is a large, multi-year and multi-phase project. This specific proposal seeks a CMc to manage (i) site infrastructure work, and (ii) the construction of a ~660 space, seven-story structured garage and podium that will facilitate the construction of wood-frame housing and other space that wraps the parking structure.

The city intends to use CMc as a project delivery method and work closely with Great Lakes Capital to realize a successful and impactful project that benefits the entire community.

The current potential work scope has been attached to the RFP for your use and convenience. Although the City wishes to consider and include all the elements in the conceptual design of the project, the evaluation of those elements will be done based on a cost benefit analysis, depending on prioritization and what can fit into the project budget.

4. Services Requested

The City of South Bend is looking to contract with an experienced CMc to provide a full range of preconstruction and construction services including but not limited to the following:

- <u>Pre-Construction services</u>: Value engineering during design completion and constructability reviews during the design in coordination with improvement design to be wrapped on garage, construction cost estimating, life cycle cost estimating, permitting, phasing of construction and bid backage preparation and scheduling.
- <u>Bidding Services</u>: Identify subcontractor pre-qualification procedures. Break documents and specifications prepared by Architect into packages for and prepare overall bid documents for bidding. Provide copies of bids, reports and other information as City may request to support City and Great Lakes Capital's compliance with their reporting obligations under funding agreements including, for example, a READI grant agreement with the Northern Indiana Regional Development Authority.
- <u>Construction Services</u>: Provide daily supervision of work, coordination of subcontractors, and basic security of the building. Identify safety and cost control processes and procedures. Identify quality control procedures. Maintain project schedule. Develop project closeout procedures.
- Post Occupancy Services: Provide for the commissioning of the building including training the owner and/or owner's representatives on major components. Develop a maintenance plan for the owners' use identifying when various components need servicing, filters changed, and seasonal maintenance. Work with owner to obtain service contracts on equipment as may be requested by the owner. Prepare recorded documents. Provide one-year warranty walk through and implement repairs and/or corrections where applicable.

1. E-Verify Affidavits:

The CMc shall agree to enroll in and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11. Furthermore, every employee for every subcontractor working on the job shall be required to enroll and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11. This shall include all those constructing/building on site. This provision shall not be required for items fabricated off-site. This shall also not apply to firms that provide incidental installation as part of delivery such as furnishings and merely connecting electronic devices. At the request of the owner, this information may be requested at any time.

2. Fair Bidding Process:

As part of the CMc provisions of the Indiana Code, CMc's may bid and complete up to 20% of the work on the project with their own forces. The City is seeking information on the type of work the CMc would likely plan to bid on as part of the project. The City routinely does not allow firms involved in the design of a project to bid on the same project to ensure that there is not a competitive advantage to a specific firm. The City seeks to understand how the CMc will keep this process fair and competitive, and will have a preference for proposals that do not include self-performance of work as part of the project.

Proposing firms do not need to include the Responsible Bidder Checklist that is used to comply with the City's Responsible Bidder Ordinance No. 10594-18. This checklist will, however, be a part of the bid documents to all 1st Tier subcontractors (>\$150K). The CMc will also be required to include this documentation with any work they bid for they intend to self-perform.

3. Sustainability:

It is important that the Madison Lifestyle District Phase I Garage be constructed with longevity in mind to serve the overall development for decades to come. To accomplish this, the investment must be sustainable and on-going carrying costs relative to the investment shall be of great importance. The City seeks to make decisions on materials and systems that will stand the test of time and minimize maintenance, energy consumption and replacement costs. The City seeks information on how the CMc can help in this regard in the decision-making process.

4. Guaranteed Maximum Price:

Due to the size and complexity-of this project, the City determined that a CMc contract may be the most efficient way to deliver the desired product. Indiana Code identifies that a Guaranteed Maximum Price (GMP) may be established as part of the CMc contract. The City wants to specifically evaluate the cost/benefit of establishing a GMP. We are looking for your firms CMc approach to establishing a GMP relative to the desired cost/benefit approach of the City.

5. Project Schedule:

The City is determined to conduct the construction activities of this project in such a way to deliver the project within a reasonable timeframe. It will be important for the proposer to be able to describe what a conceptual schedule looks like for the commencement and completion of the project based on the anticipated dates in the schedule D6 of this document.

The anticipated construction schedule would be approximately from August 2025 to August 2027. The

exact time frame will be discussed with the winning CM firm, including whether to include a guaranteed schedule as allowed by Indiana CMc statute.

D. Proposal Format for Submittal

1. Cover Page

Include name of company, address, and primary and secondary contact person, including name, email, and phone number. Please limit the full submittal package to twenty-five (25) pages. Cover page, insurance documents, and the signed affidavit will not count against the total.

2. Table of Contents

3. Firm Background/Team/Experience

- Briefly summarize your firm's mission, core lines of business, history, and structure.
- Describe your firm's number of employees and annual volume of projects.
- Please list any awards or relevant industry certifications.
- Project Team
 - Identify the key individuals that would be working on this project and their relevant experience.
- Firm Experience
 - Provide a minimum of three similar projects completed within the last five (5) years that demonstrate CMc experience with relevant public works projects in the State of Indiana.
 Describe the details about the projects including total cost, challenges, and successes.
 - Provide a minimum of three project references from organizations that completed similar projects using your firms CMc services.
- Safety
 - Provide a summary of the firm's safety record and your approach to safety.

4. Project Approach

The City is interested in using this project to support local labor. Please explain how you will tailor your approach or how you will pre-qualify

Provide a summary of how the CMc would approach the requested City/Owner Project Specific Goals and identify the firm commitments that could be made by the CMc in this regard.

Identify the process for negotiating a final CMc contract with the City if selected, and the estimated time it will take to develop and approve said contract.

Describe how your firm handles communication during the project and what your services will include regarding community and media engagement, risk management, and technology.

5. MBE and WBE Participation

The project will be required to conform to the State of Indiana goals for XBE participation. Describe your history of contracting with or hiring minority, women, and veteran business enterprises and describe any good faith efforts used to fulfill the state's goals for contracting with or hiring minority, women, and veteran business enterprises. Provide your average XBE percent participation for all Indiana CMc projects your firm has completed.

Describe ways in which your firm will leverage minority, women, and veteran individuals and businesses as part of the CMc process. Is your firm a registered minority or woman owned business enterprise?

6. Project Costs

Provide a summary of compensation expectations for CMc services. Summarize total estimated costs based on a full project budget maximum of \$20 million that is inclusive of all construction and CMc services.

List the costs in the following categories and generally list what would be included in each category:

- 1. Costs for Pre-construction Services based on engagement following conceptual design. Pre- construction services could last approximately 6 months starting in January of 2025.
- 2. Expected CMc fee listed as a percentage of the cost of construction.
- 3. Costs the owner is responsible for.
- 4. Details of costs associated with general conditions.

Identify how your firm handles cost overruns, delays, and incentives in a typical contract and your firm's approach to project contingencies.

7. Non-Collusion Non-Debarment Affidavit Non-Iran Form

Ensure proposal includes a signed and notarized Non-Collusion Non-Debarment Affidavit Non-Iran Form which is included within this packet.

8. Certificate of Insurance and Bonding

Provide documentation from your surety or bonding agent regarding your firm's bonding capacity. The selected CMc will be required to provide a payment and performance bond in the amount of the guaranteed maximum price. To be considered, a minimum bonding capacity of 20 million dollars is required.

All Contractors and subcontractors doing business with the City of South Bend shall present a Certificate of Insurance showing coverage in the following minimum amount:

General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$5,000,000.

There shall be no exclusion for explosion, collapse, or underground hazard.

Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.

Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000.

City of South Bend shall be named as additional insured on the Certificate of Insurance.

Contractor and subcontractors shall provide any and all insurance policies, documents, endorsements, or certificates related to this Contract immediately upon the request of the City of South Bend.

The successful Bid provider shall supply the following bonds:

Consistent with Indiana Code 5-32-6-1, the CMc shall execute a payment bond to the public agency, approved by the public agency, in an amount equal to the GMP, if established, or the proposed construction cost. The payment bond must be conditioned for payment by the CMc, the CMc's successors and assigns, and by the first-tier subcontractors, their successors and assigns, of all indebtedness that may accrue to any person for any labor or service performed, materials furnished, or service rendered in the project. The bond by its terms must be conditioned to directly inure to the benefit of subcontractors, laborers, suppliers of materials, and those performing service who have furnished or supplied labor, material, or service for the project.

Consistent with Indiana Code 5-32-6-2, the CMc shall furnish proof of its ability to obtain a valid performance bond that is acceptable to the public agency in an amount equal to the GMP, if established, or the proposed construction cost.

Maintenance bond within ten (10) days of acceptance of the project by the City of South Bend, for an amount equal to ten percent (10%) of the final contract price, guaranteeing for a period of three (3) years after the date of acceptance of the project by the City of South Bend.

F. Selection Process

1. Request for Proposal Issued by Owner

The Request for Proposals (RFP) is the first step in a multi-step process to identify satisfactory proposals for the CMc services sought by the City of South Bend. This RFP details the requirements for the proposal, deadlines, and directions for submittal. The City will not reimburse any respondent for costs incurred in developing a proposal for this RFP.

2. Pre-proposal Conference

There will be a required pre-proposal conference held on December 3rd, 2024 at 10 AM EST Time at the

Board of Public Works Conference room at County City Building at 227 W. Jefferson Blvd. on the 13th floor. The meeting will have a virtual option as well. This meeting will give the City of South Bend the opportunity to detail the vision and goals of the project, as well as give firms the opportunity to ask City staff questions about the project. All questions will be answered in writing to any firm registered with the City of South Bend website at www.southbendin.gov/RFP.

3. City review of proposals

- Opening of proposals
 - Following the deadline for submission, the City will review all proposals received with a
 cross-functional team of City employees and selected experts chosen at the City's
 discretion. The proposals will be evaluated for completeness, quality, creativity, process,
 and other qualities the City deems important to the project. The City may choose to
 select 1-3 firms for a short-list of selected proposals for interviews.
- The Evaluation Committee will likely consist of a mix of the following in scoring and non-scoring roles:
 - The Director of Public Works
 - The City Engineer
 - A representative of Great Lakes Capital
 - o A representative of the Department of Community Investment
 - Chosen representatives of the Consultant team

4. Evaluation Criteria

Evaluation Criteria	Weight (100 Total)	Score (1 lowest, 10 Highest)	Weighted Score
General Experience and Qualifications	15		
Experience on projects of similar scope and project delivery method	20		
Experience of Project Team	15		
Response to City/Owner Project Specific Goals	30		
Fees	20		
TOTAL	100		

5. Interviews with Short-listed firms

If the City determines that they are needed, the City may conduct in-person interviews with 1-3 short-listed firms selected from the proposals submitted. Details for the interview process will be shared with the short-listed firms at the time of selection but will generally be one hour long, with ½ hour for the firm to give a prepared presentation about their proposal, and ½ hour for City comments and questions.

6. Selection of Winning Proposal

Following the evaluation process, the evaluation committee will make a determination on the winning proposal. The final contract including full scope and payment terms will be negotiated with the winning firm in partnership with the Architect following the selection process.

If agreeable terms cannot be reached with the selected firm, the City reserves the right to select a second firm to negotiate with.

The final contract amendment with GMP will be submitted to the Board of Public Works for approval, which shall not occur prior to the project being fully funded.

Anticipated CMc Selection Timeframe:

1st Public Advertisement	November 15 th , 2024
2 nd Public Advertisement	November 22 nd , 2024
Pre-Proposal Conference	December 3 rd , 2024
Proposals Due to South Bend per instructions	December 17 th , 2024
Proposal evaluation, shortlist, and firm interviews	January 6 th , 2024
Proposal selection by the Evaluation Committee	Following Evaluation Process

END

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT, CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS

(Must be completed for all quotes and bids. Please type or print)

STATE OF)			
COUNTY) SS:)		

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

- 1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
- 2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
- 4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3.

Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

- 5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.
- 6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contact for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation

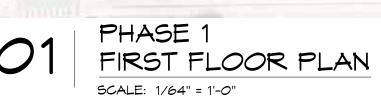
and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts a works are true and correct.	and information contained in the foregoing bid for public
Dated this day of, 20	
	Contractor/Bidder (Firm)
	Signature of Contractor/Bidder or Its Agent
	Printed Name and Title
Subscribed and sworn to before me this	day of, 20
My Commission Evnins	
My Commission Expires	Notary Public
County of Residence	

Scope Documents

Below are proposed scope documents to provide proper scale and understanding of the overall project. The CMc will manage (i) site infrastructure work, and (ii) the construction of a ~660 space, seven-story structured garage and podium that will facilitate the construction of woodframe housing and other space that wraps the parking structure.

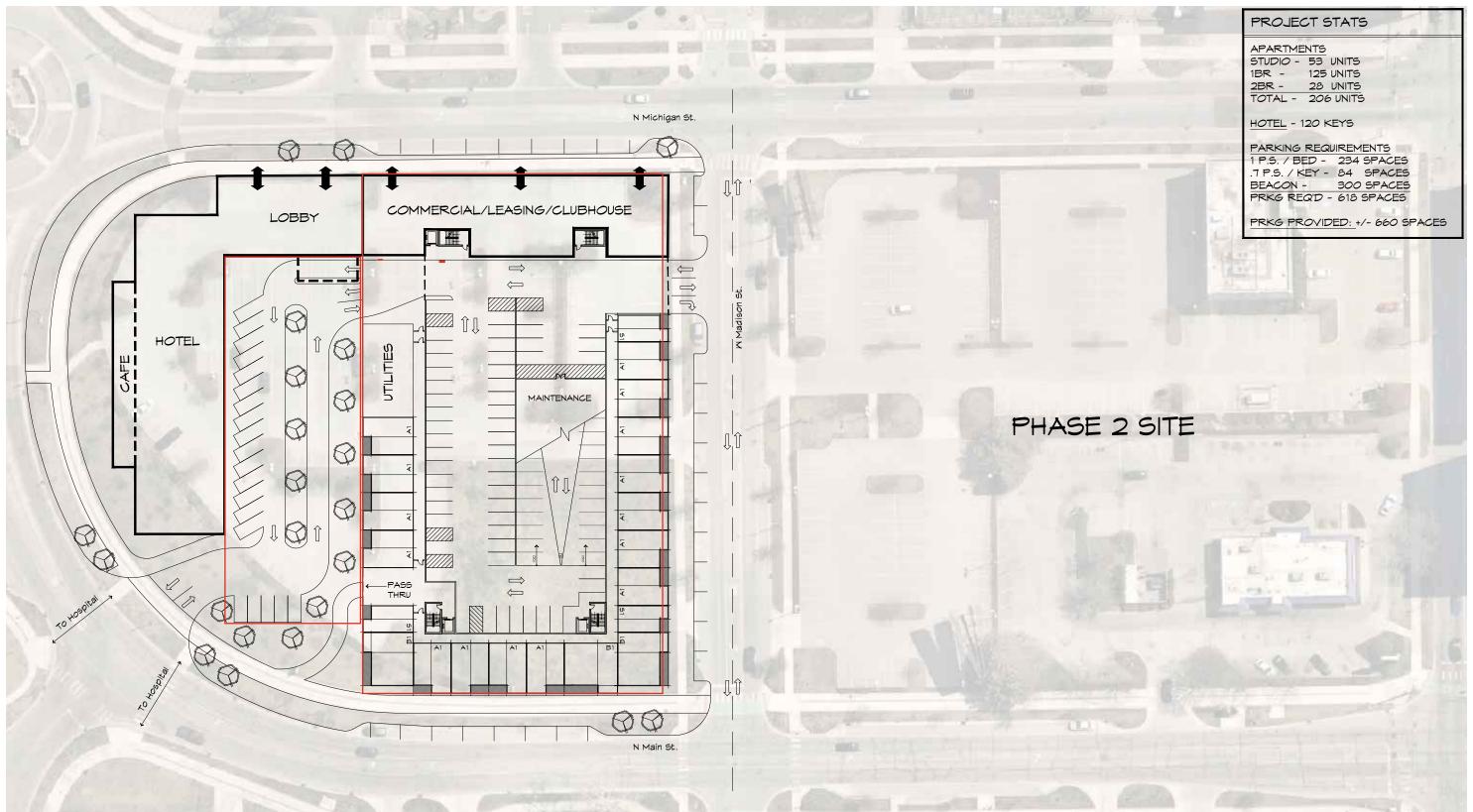
The designs below illustrate the section of the project that consists of the garage and podium which the CMc will manage. The garage footprint and podium are identified on the first floor plan by the red outlines. The CMc will not manage the construction of the hotel, commercial or housing which will wrap the parking structure. The CMc will need to work closely with Great Lakes Capital to realize a successful and impactful project that benefits the entire community.

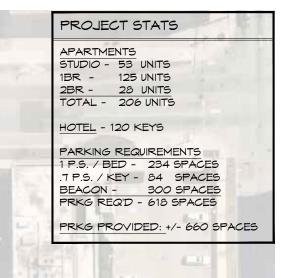






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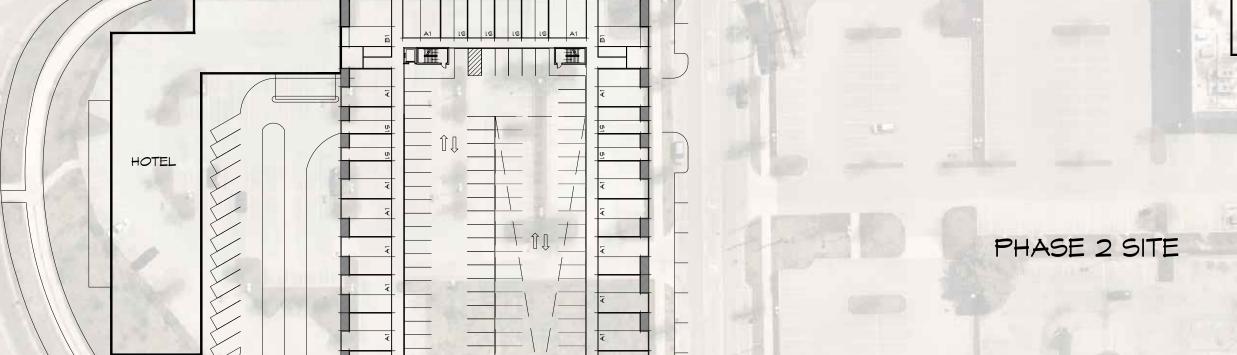




O1 PHASE 1
SECOND FLOOR PLAN
SCALE: 1/64" = 1'-0"



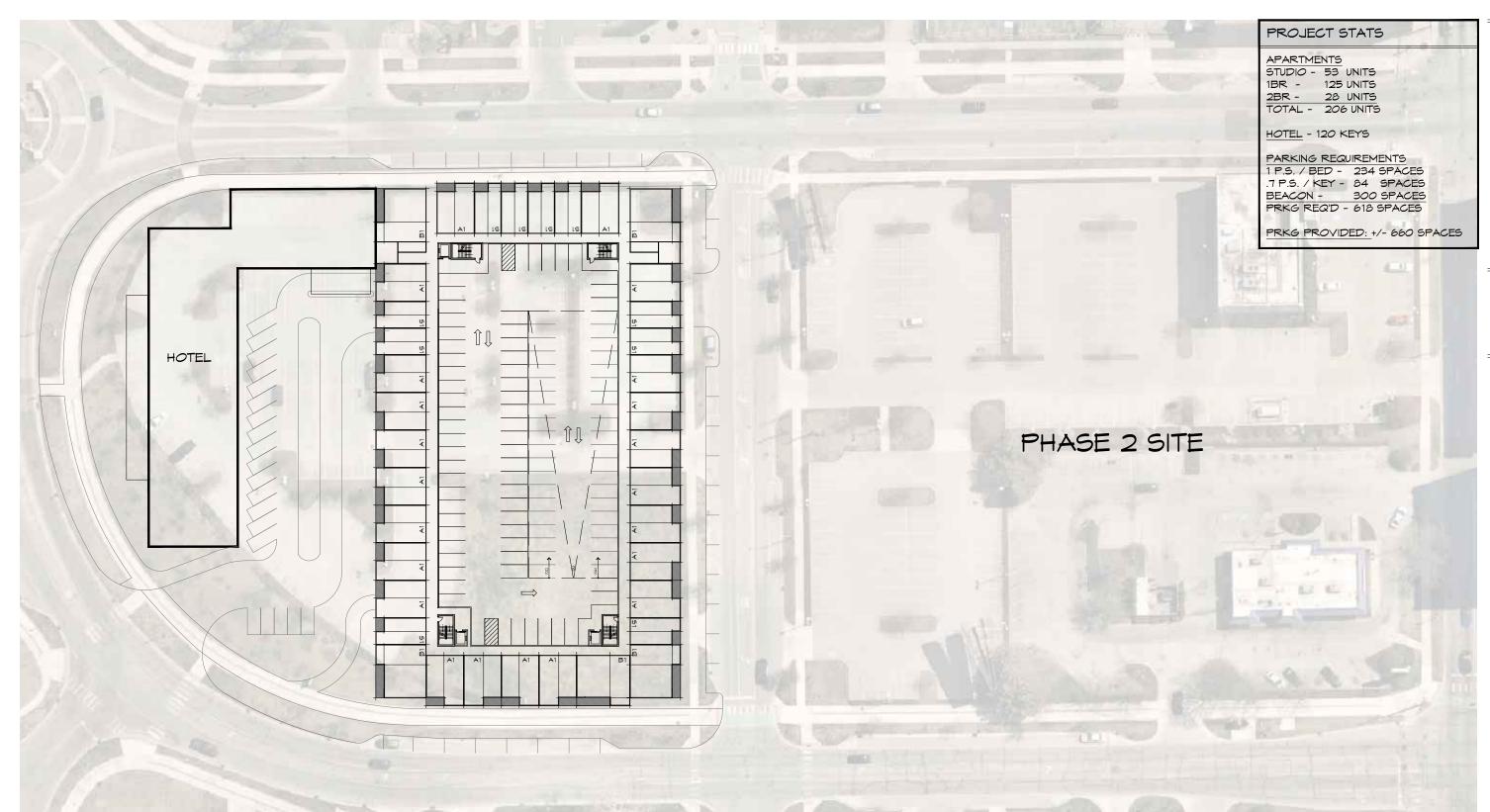




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N Main St.

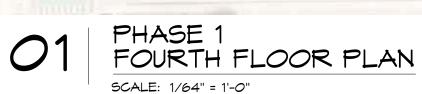
N Michigan St.



O1 | PHASE 1 THIRD FLOOR PLAN SCALE: 1/64" = 1'-0"

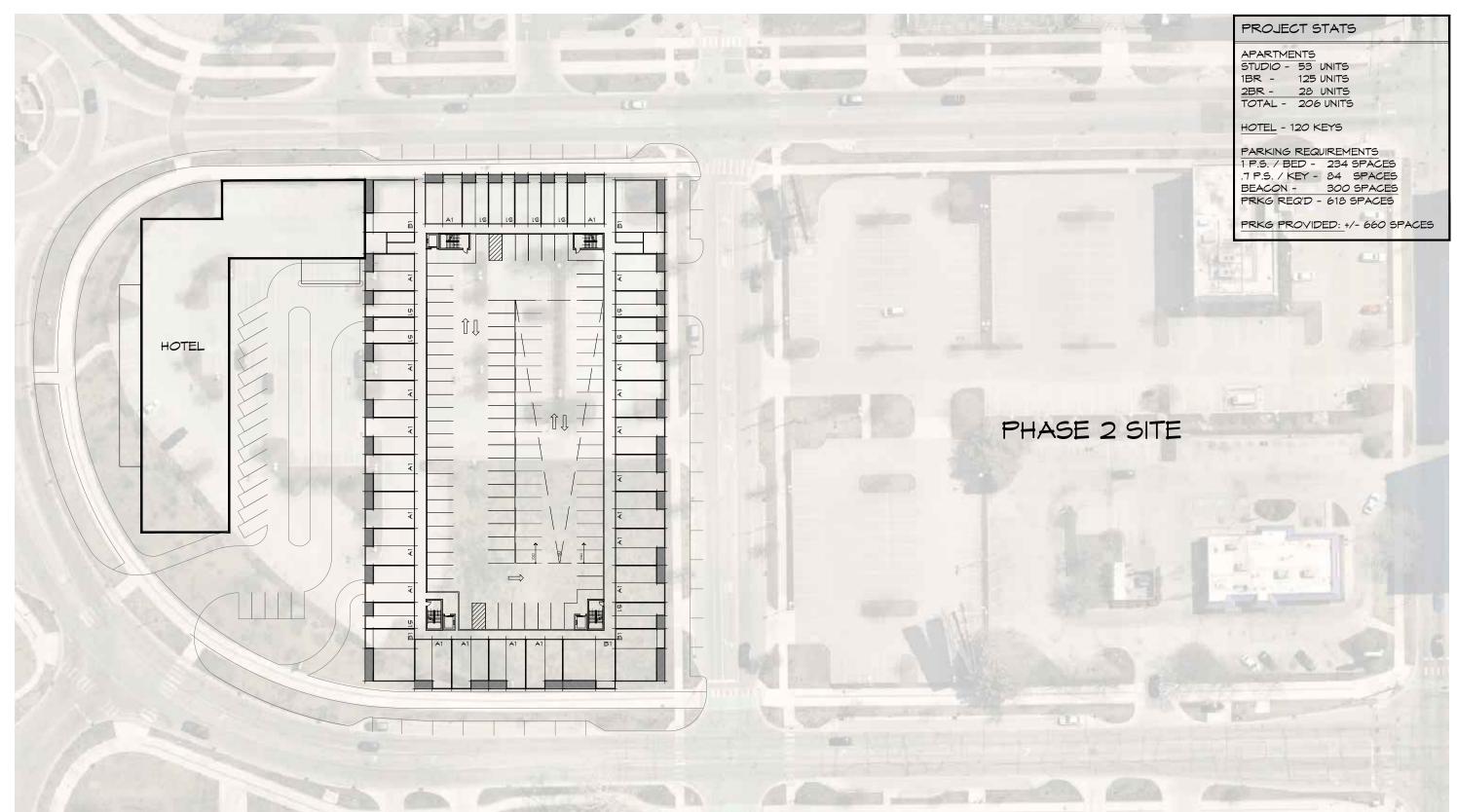


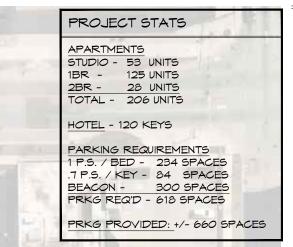












PHASE 2 SITE

O1 | PHASE 1 FIFTH FLOOR PLAN SCALE: 1/64" = 1'-0"

HOTEL ROOF





PROJECT STATS

APARTMENTS
STUDIO - 53 UNITS
1BR - 125 UNITS
2BR - 28 UNITS
TOTAL - 206 UNITS

HOTEL - 120 KEYS

PARKING REQUIREMENTS
1 P.S. / BED - 234 SPACES
.7 P.S. / KEY - 84 SPACES
BEACON - 300 SPACES
PRKG REQ'D - 618 SPACES

PRKG PROVIDED: +/- 660 SPACES

PHASE 2 SITE

O1 PHASE 1
SIXTH FLOOR PLAN
SCALE: 1/64" = 1'-0"





PHASE 1 SEVENTH FLOOR PLAN

SCALE: 1/64" = 1'-0"





