



Request for Proposal (RFP) – Tribune Building Project

Incourage Community Foundation, Inc. (“Incourage”) located in rural central Wisconsin, invites proposals from interested firms for Construction Management services on the Tribune Building Project (located at 220 First Avenue South, Wisconsin Rapids).

Submission Deadline: Friday, February 13, 2015 at 4:00 p.m. CST

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1. PROJECT INFORMATION

1.1 ABOUT INCOURAGE

Established in 1994, Incourage Community Foundation is a nationally recognized leader in place-based philanthropy and community change efforts. Incourage operates with a vision of a community that works well for all people. To achieve this vision, values of equity, inclusion and opportunity are applied to all work, and to the relationships Incourage fosters to accomplish its work. To this end, Incourage strives to work with vendors and subcontractors who:

- Are located in the local community or within a 200-mile radius;
- Hire qualified, diverse talent, who are equitably paid for their work;
- Value learning opportunities or practices, and building capacity of their team or others involved in the work;
- Can demonstrate a connection to place;
- Have an eye on sustainability (of environment and business) and have demonstrated a commitment to corporate social responsibility.

Incourage is seeking proposals to provide Construction Management services under an AIA A133 contract structure with a guaranteed maximum price on the major renovation of the Tribune Building, as described in this RFP (the “Project” and sometimes the “Tribune Building Project”). The selected Proposer will become the Construction Manager (CM).

1.2 DELIVERY METHOD

The delivery method for the Project is “Construction Manager at Risk” (CMAR), which consists of an AIA A133 based contract covering the pre-construction and construction phase.

1.3 PROJECT BACKGROUND

The Project (tribunebuilding.org) began when Incourage Community Foundation (incouragecf.org) purchased the historic Tribune Building along the Wisconsin River with the intent that residents would decide its future use. To date, over 750 community members have invested more than 4,400 hours in this resident-led decision making process. As determined through this process, the Tribune Building is a social enterprise helping to shape a new economy and community that works well for all.

To that end, the space will include a number of local entrepreneurial operations with benefit to the local economy, including a culinary kitchen, microbrewery, cafe/brewpub, creative workshop, and recreational rentals. Further, as In courage is committed to investing in the people who will inhabit the space as much as the functional space needed for production of their goods and services, the Tribune Building will effectively grow human talent simultaneous to the local economy.

The Tribune Building's operational model is currently being developed to fully realize a space that advances the value and importance of relationships and human potential; an environment that fosters and accepts failure; creativity and innovation; and entrepreneurship.

1.4 COMMUNITY CONTEXT

In 2000, the south Wood County area was devastated by economic hardships brought about by the sale of Consolidated Papers Inc. – a Fortune 500 paper company that had been headquartered in Wood County for more than a century. At its operating peak, the mill employed almost half of the region's workforce. The dramatic economic shift compelled a shift in community thinking and, in response, residents realized that complacency would not serve their changed circumstances. The Tribune Building Project seeks to support residents in determining their own identity. By reimagining the building's future, residents are collectively shaping the community's future.

1.5 PROPERTY SIGNIFICANCE

The Tribune Building is centrally located downtown, beside the Wisconsin River and other community assets. Both the site and the 20,000 square foot building leverage historic, local significance and distinctiveness that are already meaningful and iconic for the south Wood County area. The Tribune Building is former home to the local newspaper and radio station offices and embodies a unique mid-century modern – "round" structure design. The building's close proximity to the Wisconsin River is also significant. The revitalization will undoubtedly alter the deeply rooted historical perspective of the river as a working asset – positioned to serve the local paper industry. Once complete, the re-envisioned site will serve as a gateway for residents to experience the river as an accessible and cherished natural resource, public recreation place, and destination location for travelers. The Tribune Building's transformation is paramount to Wisconsin Rapids' downtown and riverfront renaissance.

The Project site address is 220 First Avenue South, Wisconsin Rapids.

- **The Project Design Documents are provided in Exhibit A.**
- **An Estimate of Probable Costs is provided in Exhibit B.**
- **A Project Timeline is provided in Exhibit C.**

All Exhibits are attached to and made part of this RFP.

1.6 CONSTRUCTION MANAGEMENT AT RISK PROJECT DELIVERY BACKGROUND INFORMATION *(Source: The American Institute of Architects)*

Construction Management at-risk is a process that allows the Owner of a Project to choose the Construction Manager before the design stage is complete. The Construction Manager is chosen based on qualifications, and then the entire operation is centralized under a single contract. The Architect and Construction Manager work together in order to cultivate and assay the design. Then, the Construction Manager gives the client a Guaranteed Maximum Price, and coordinates all subcontract work. The Architect/Engineer is hired separately from the Construction Manager at-risk and the traditional client – Architect/Engineer relationship is maintained.

2. SCOPE OF SERVICES – CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Section 2.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.2. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

The Construction Manager will be required to hold a Construction Managers' license (or applicable license) valid for the State of Wisconsin.

2.1 PRECONSTRUCTION PHASE

Consultation

The Construction Manager shall meet with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to: costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

Preliminary Cost Estimates

Based on the preliminary design and other design criteria, the Architect has prepared an Estimate of Probable Cost (Exhibit B). If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

As the Architect progresses with the preparation of the Design Documents, the Construction Manager shall prepare estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval prior to the completion of each phase. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

Guaranteed Maximum Price Proposal and Contract Time

At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a detailed line item Guaranteed Maximum Price Proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee for the Construction Phase as quoted in the Proposer's response to this RFP.

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal,
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. A schedule of milestones for the completion and the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;
5. A Schedule of Value for each component of work to be undertaken; and
6. A date by which the Owner must accept the Guaranteed Maximum Price.

The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. Once a Guaranteed Maximum Price has been agreed upon by all parties, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment to the Contract. The Guaranteed Maximum

Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based and shall include a Schedule of Values.

The Construction Manager shall guarantee that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. The Construction Manager will acknowledge that the Construction Manager is an experienced contractor and that (subject to Acts of God) the Project can be completed for Guaranteed Maximum Price.

Subcontractors and Suppliers

Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. Subcontractors must be located 50 miles or less from the Project site, unless a greater distance is approved by the Owner. The Construction Manager shall obtain at least three proposals from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such proposals to the Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

If the Guaranteed Maximum Price has been established and a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a proposal that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another proposal be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the proposal of the person or entity designated by the Owner.

2.2 CONSTRUCTION PHASE

The Construction Phase shall commence upon the execution of the Guaranteed Maximum Price Amendment or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

Changes in the Work

The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Architect shall issue such changes in writing and all change orders will be signed and acknowledged by Owner and Construction Manager. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

Change orders issued by the Owner subsequent to the execution of the Guaranteed Maximum Price Amendment shall constitute adjustments to the Guaranteed Maximum Price.

Administration

Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work. The Construction Manager shall update the Owner in writing on the progress of the Project on a monthly basis indicating the percentages of completion and other information required by the Owner.

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress (compared to the Schedule of Values) and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect.

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

3. OWNER'S RESPONSIBILITIES

Architect

The Owner shall retain an Architect to provide Program Verification, Criteria Design, Detailed Design, and Implementation Documents related to the Project. Architect and Engineering fees will be the responsibility of the Owner and not included in the Guaranteed Maximum Price.

Environmental Tests, Surveys and Reports

The Owner shall be responsible for costs related to environmental studies, survey, and geotechnical services related to the Project. The Owner shall make all studies, survey data, and results available to the Construction Manager.

Owner's Designated Representative

The Owner has engaged an Owner's Representative to assist Owner in decision making. When the Owner is required to act, any such action will be undertaken by the Owner's authorized representative with advice from the Owner's Representative. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

4. INSURANCE AND BONDS

For all phases of the Project, the Construction Manager shall purchase and maintain the insurance required by the Owner and to be set forth in the Construction Contract.

5. PROPOSAL FORMAT

The proposal shall include the following information in the order indicated:

- a) **Proposer Information:** Identify the firm's name and the address of its principal office and any branch offices, as well as telephone number, e-mail address and website. Identify the single contact who is the authorized representative of the Proposer. Include a brief history of the firm, number of full-time and part-time employees, and how you heard about/your interest in the Tribune Building Project.
- b) **Organization:** Provide an organizational chart graphically indicating how the firm would structure and staff the proposed team. Include delegation of responsibility and assignment of authority.
- c) **Personnel:** List specific management and supervisory personnel proposed for the project team. Indicate the project assignment and responsibilities of each of the management and supervisory individuals. Provide a resume for each proposed team member, specifically stating his or her experience and qualifications. State the current and anticipated work assignments for each individual. Include at least three client references, including contact information, for each individual listed.
- d) **Hiring Practices:** Provide example(s) of your commitment to hiring and retaining a diverse workforce and creating equitable working conditions. Describe an employment practice that supports the growth of your staff. Explain how you determine equitable compensation for your staff.
- e) **Qualifications and Experience:** Provide summaries of three projects the Proposer has delivered. Include the name of the Owner or Developer of the project, its location, approximate budget, and the Proposer's specific role in the project. Also provide the name and contact information of a representative of the Owner or Developer from whom a reference can be obtained.
- f) **Sustainability Experience:** Provide example(s) of advanced sustainability projects the Proposer has been a part of. Include the name of the Owner or Developer of the project, its location, approximate budget, and the Proposer's specific role in the project. Also provide the name and contact information of a representative of the Owner or Developer from whom a reference can be obtained.
- g) **Connection to Place:** Provide example(s) of your demonstrated connection to place. If not situated in the local community, it is especially important to be able to demonstrate in recent work examples a connection and commitment to the place and people in which your work was completed.
- h) **Self-Performed Work:** Indicate and clearly define which elements of work your firm would propose to self-perform with its own forces. Describe your experience at performing this trade work.

- i) **Subcontracted Work:** Include names, addresses and descriptions of key subcontractors which your firm would employ and a description of their relevant experience and past performance. Any subcontractors must be identified in the proposal. Please remember that after contract signing, Incourage Community Foundation reserves the right to approve all subcontractors that were not approved during the RFP process.
- j) **Ability to Meet Timelines:** Provide a detailed summary of your current workload and future commitments over the proposed timeline assuming a two-week turnaround from the submission of this proposal to the commencement of services. Submit your expected duration in days for each phase of the project.
- k) **Tax-Exempt Status:** Describe how your firm will manage material purchases to take advantage of the tax exempt status of the Owner.
- l) **Fees:**
 - **Pre-Construction Phase:** Provide the amount of, or basis for, compensation for the Pre Construction Phase. Include a list of reimbursable cost items, as applicable.
 - **Construction Phase:** Provide the amount of, or basis for, compensation IN ADDITION to the cost listed in the Estimate of Probable Cost (Exhibit B). The Proposer will guarantee to construct the Project as described in the Project design documents for the amount specified in the Guaranteed Maximum Price Proposal and the fees quoted in this proposal subject to change orders mutually agreed upon by the Proposer and the Owner. Note: the Kitchen Equipment (line 11300) and the Brewery Equipment (line 11900) may be purchased directly by the Owner from an equipment vendor who will work collaboratively with the Construction Manager to coordinate installation.
- m) **Optional Additional Information:** Include additional information that may help the Owner more fully understand the qualifications.

6. PROPOSAL SUBMITTAL

Proposals must be submitted and received by Incourage no later than 4:00 p.m. on Friday, February 13, 2015. Proposals may be submitted by email or hard copy. Proposals should be submitted to:

Incourage Community Foundation Inc.
478 E. Grand Avenue
Wisconsin Rapids WI 54494
Attention: Chelsey Mazurek
tribunebuilding@incouragecf.org

If only hard copy is delivered, Proposer should secure a receipt signed and time stamped by a member of the Incourage Community Foundation staff. If your proposal is emailed, note that all proposals received by the deadline will be acknowledged via an email confirmation receipt. If you do not receive an emailed confirmation receipt, it is the Proposer's responsibility to ensure successful transmission and delivery via email.

7. PROPOSERS SITE VISIT AND Q&A SESSION

There will be an opportunity for prospective Proposers to participate in a site visit to examine the building and the site on Wednesday, January 28, 2015 from 10:00 a.m. to 12:00 p.m. CST. Please RSVP for the site visit by contacting Chelsey Mazurek at cmazurek@incouragecf.org or 715-423-3863.

There will also be an opportunity for prospective Proposers to participate in a Q&A webinar on Tuesday, February 3, 2015 at 2:00 p.m. CST. The purpose of the webinar is to give Proposers the opportunity to ask questions regarding the Project, as well as the RFP submission requirements. Please RSVP for the webinar by contacting Chelsey Mazurek at cmazurek@incouragecf.org or 715-423-3863. Chelsey will email the log-in information to the key points of contact at each firm who have RSVP'd for the webinar.

Proposers may also submit questions concerning the Project in written form via email or fax to the Owner with a copy to the Architect until 4:30 p.m. CST on Tuesday, February 10, 2015. Proposers will receive a reply no later than 4:30 p.m. on Thursday, February 12, 2015.

8. FINAL SELECTION

The proposals will be reviewed by a committee established by Incourage Community Foundation. Selection will be based on the qualifications and experience of the Proposer; its ability to meet project timelines; the level of understanding of and commitment to achieve the Project's principles and objectives; and proposed fees. Successful

proposals will also demonstrate:

- Prior experience with Integrated Project / Construction Management-at-risk delivery methods (completion of at least one project over \$8M in construction costs);
- Prior experience with delivering projects that have achieved sustainability benchmarks (e.g. LEED, Living Building Challenge);
- Qualified personnel with experience collaborating with Architects and Engineers during Design Phases;
- Qualified Cost Estimators on staff.

All Proposers will be notified of their selection for interviews no later than February 27, 2015.

This Request for Proposal does not commit Incurage Community Foundation to award a contract, to pay any costs incurred in the preparation of a proposal or to contract for the goods and/or services offered. Incurage Community Foundation reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Proposers or to cancel this Request for Proposals, if it is in the best interests of Incurage Community Foundation to do so.

After the selection of a Construction Manager, the schedule should include a period of collaboration between Incurage Community Foundation and the Construction Manager to better define, elaborate upon and fix the Construction Manager's exact and final scope of Work (the "Final Scope").

The successful Proposer should be available to begin work, and should be prepared for project activities to commence, immediately upon selection. Please refer to Exhibit C – Project Timeline. Your submission of a proposal to this RFP acknowledges your ability to work within this timeline but also acknowledges that there may be adjustments to the timeline as the Project evolves. Proposers are asked to carefully review and note all construction start dates, completion dates, and other notable objectives outlined in the attached timeline.

Please note: non-selection as the Construction Manager under this RFP does not impact the Proposer's opportunity to participate in the Project as a sub-contractor.

9. ADDITIONAL INFORMATION REQUESTS

Questions regarding the design elements of the Project should be directed to:

Graham Hill, Architect
Concordia LLC.
504.458.8081
ghill@concordia.com

Questions regarding the proposal or other general questions about the Project should be directed to:

Chelsey Mazurek, Tribune Building Project Manager
Incurage Community Foundation Inc.
715.423.3863
cmazurek@incouragecf.org