

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN

Resolution No. 2811

Authorizing the execution of a contract with J.H. Findorff & Son Inc. for construction manager/contractor services for the reconstruction of the Atrium at The Villager.

Presented July 10, 2008
Referred _____
Reported Back _____
Adopted _____
Placed on File _____
Moved By _____
Seconded By _____
Yeas _____ Nays _____ Absent _____
Rules Suspended _____

PREAMBLE

The Community Development Authority of the City of Madison (CDA) is undertaking the design and reconstruction of the Atrium @ The Villager which will include interior remodeling, a new elevator, restrooms, common spaces and improvements to the to the building exterior and site. The CDA adopted a resolution on May 8, 2008 (Resolution No. 2802) authorizing the preparation and issuance of a Request for Proposals for construction manager/contractor services for the reconstruction for the reconstruction of the Atrium at The Villager.

On May 21 and May 28, 2008 advertisements were placed in the Wisconsin State Journal requesting Statements of Qualifications and Fee Proposals (the "RFSQ") for Construction Management Services for the Atrium @ The Villager. In addition the RFSQ was placed on the Department of Planning and Community and Economic Development's website and a State of Wisconsin website. The CDA received seven responses by the June 16, 2008 proposal submittal deadline. The proposals were reviewed and scored by a team made up of the project architect, owner reps, project manager and City staff. Based upon the review scores, interviews were held with the three finalists on June 30, 2008. As a result of the interviews it is recommended that J.H. Findorff & Son Inc. be awarded the contract.

NOW THEREFORE BE IT RESOLVED that the CDA does hereby authorize the Chair and Secretary of the CDA to execute a Contract for Purchase of Services with J.H. Findorff & Son Inc. (the "General Contractor") for construction manager/contractor services for the reconstruction of the Atrium @ The Villager as described in the attached Exhibit A- Scope of Services and subject to the following terms and conditions:

1. The Construction Management Fee shall be 3% of the cost of the work (\$75,000 based on the current construction budget of \$2,500,000) with an additional total general conditions fee of \$186,400 (total \$261,000). Preconstruction services are included in the fee. For additive change orders a fee of 3% of the cost of the change order will be charged. There will be no fee for deductive change orders.
2. The General Contractor will be allowed to bid on and perform portions of the work for which it is the successful bidder.

BE IT FURTHER RESOLVED that the CDA hereby authorizes the disbursement of funds to pay for the services provided from The Villager Account# UC15-58011-251000.

Exhibit A - Scope of Project

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Part 1. Pre-Construction Phase

Review the project program and budget and provide a quality assurance evaluation of the Construction Documents as prepared by the Architect.

Review the design for the purpose of evaluating constructability and bidability. Advise on site use and improvements, selection of materials, building systems and equipment, construction staging and phasing consistent with the nature of the Project, and methods of project delivery. Make recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternate designs or materials, project budgets and possible cost-saving measures. Review the Architect's estimates of construction costs for the Project.

Prepare and submit a written report of the results of the review and evaluation. Advise if it appears that the construction cost may exceed the Project budget. Identify areas of the program and design that need further attention and make recommendations for corrective action. Recommend alternative solutions wherever design details or specifications affect construction feasibility, cost or schedules.

Provide for Architect and CDA review and acceptance, on a monthly basis (unless directed otherwise), a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect's services and the CDA's responsibilities with anticipated construction schedules.

Provide coordination of the Contract Documents for bidding by consulting with the CDA and the Architect regarding drawings and specifications and

- Coordinate and manage temporary project facilities and equipment, materials and services for common use of Construction Contractors. Verify that the requirement and assignment of responsibilities are included in the proposed Contract Documents.
- Advise on the separation of the Project into contracts for various categories of work. Review the drawings and specifications and make recommendations as required to provide that (1) the work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate contractor, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.
- Develop a Project Construction Milestone Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each separate contractor. Provide the Project Construction Schedule Milestones for each set of Bidding documents (if more than one).
- Investigate and recommend a schedule for the CDA's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents by the Architect. Expedite and coordinate delivery of these purchases.
- To ensure a competitive environment, multiple bids must be received for all scheduled values-division of labor. Where the Construction Manager will self-perform work, those values will also be competitively bid in a sealed bid environment.

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Participate with the Architect in pre-bid conferences and help to familiarize bidders with the bidding documents and management procedures and with any special systems, materials or methods. Assist the Architect as required with the receipt of questions from Bidders, and with the issuance of bid document addenda. Receive bids and prepare bid analysis. In cooperation with the Architect, prepare recommendations to the CDA on contract awards.

Part 2. Construction Phase.

Provide complete tasks through all construction contracts for each project.

The Construction Phase will commence with the award of Construction contracts and shall be complete as per predetermined schedules and phasing plans. This Construction Phase work will be authorized to proceed only after the CDA has approved, budgeted construction funds for the project. This part shall not begin until the CDA has issued a written notice-to-proceed for this part (and verification that the consultant agreement will not be revised or terminated).

Unless otherwise provided in Purchase of Services Contract and incorporated in the Contract Documents, the Construction Manager, in cooperation with the Architect, shall provide administration of the Contracts for construction as identified in the conditions of the construction contracts.

Provide administrative, management and related services as required to coordinate the work of the Project's Contractors with each other and with the activities and responsibilities of the Construction Manager, the CDA and the Architect to complete the project in accordance with the CDA's objectives for cost, time, and quality. Provide sufficient organization, personnel and management to carry out the requirements of the Purchase of Services Contract.

- Schedule and conduct pre-construction, construction, and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Prepare and promptly distribute minutes.
- Consistent with the Project Construction Schedule Milestones issued with the Bidding Documents, and utilizing the Contractor's Construction schedules provided by the separate Contractors, update the Project Construction Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. Include the CDA's occupancy requirements showing portions of the Project having occupancy priority. Update and reissue the Project Master Construction Schedule as required to show current conditions and revisions required by actual experience.
- Assume responsibility for satisfactory performance from each of the Contractors.

Revise and refine the approved estimate of probable construction cost, incorporate approved changes as they occur, and develop cash flow reports on a monthly basis unless directed otherwise.

- Provide regular monitoring of the approved construction cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs.

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- This project will be run entirely, “Open-book”. The Construction Manager will be responsible for showing all proposals for work and for all invoices for same. This includes any self-perform work and general conditions costs.
- Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records.
- Recommend necessary or desirable work changes to the Architect and the CDA.

Develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

Obtain building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that applicable fees and assessments have been paid. Assist in obtaining approvals from authorities having jurisdiction over the Project. When requested by the CDA attend presentations and appearances before public bodies with the CDA to give details, to comment, to recommend, to give progress reports, and to obtain approvals.

If required, assist the CDA in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.

Determine that the work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Guard the CDA against defects and deficiencies in the Work. As appropriate, require special inspection or testing, or make recommendations to the Architect regarding special inspection or testing, of work not in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed. Subject to review by the Architect and approval by the CDA, reject work, which does not conform to the requirements of the Contract Documents.

Consult with the Architect and the CDA if any contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions that may arise. Establish and maintain a file of these “Requests for Information” and monitor the process to assure issues are resolved in a timely fashion.

Receive from the Contractors and review all shop drawings, product data and samples and other submittals for completeness. Coordinate all submittals with information contained in related documents and transmit to the Architect for review and/or approval. With the Architect, establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals. Maintain a file on the job site of all approved shop drawings, product data, samples, and other submittals and provide the owner with a copy of same.

Record the progress of the entire Project. Submit monthly written progress reports to the CDA and the Architect including information on each Contract, as well as the entire Project, showing percentages of completion. Keep a daily log containing a record of weather, contractor’s work on site, number of workers, work accomplished, problems encountered, and other similar relevant data. Make the log available to the CDA and the Architect upon request.

- Maintain at the Project site, on a current basis; a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to

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record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the contracts or work. Maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or Professional Engineer. Make all records available to the CDA and the Architect. At the completion of the Project, deliver all such records and the daily log to the CDA.

- Conduct regular construction contract coordination and progress meetings and record minutes of same.

With the Design Team and the Owner observe the contractor's checkout of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.

The Construction Manager shall assist the Architect in conducting inspections and the preparation of initial punch lists. Assist the Architect in determining when the Project or a designated portion thereof is substantially complete. After the Architect certifies the date of Substantial Completion of the work the Construction Manager shall coordinate the correction and completion of the work from the punch lists prepared by the Architect.

Prepare for the Architect a summary of the status of the work of each Contractor, listing any changes in the previously issued Certificates of Substantial Completion of the work and recommending the times within which contractors shall complete uncompleted items on their Certificates of Substantial Completion.

Following the Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, evaluate the completion of the Work of the contractors and make recommendations to the Architect when work is ready for final inspection. Assist the Architect in conducting final inspections. Receive and review Contractor's record drawings for accuracy and completeness. Deliver the Contractor's record drawings to the Architect for preparation of the Project Record Drawings by the Architect. Secure and transmit to the CDA required warrantees, guarantees, affidavits, releases, and bonds. Deliver all keys, manuals, and maintenance stock to the CDA.

Coordinate the checkout of utilities, operational systems, and equipment with the CDA's maintenance personnel for readiness and assistance in initial start-up and testing. Coordinate training sessions for the CDA's personnel by contractors as required by trade. Follow up on the operation of systems close to the end of the warranty period to ensure all systems are operating as intended by the contract documents.

The Construction Manager shall comply with all Federal, State, and Municipal statues, codes, and regulations relating to responsibilities in the administration of construction contracts.

The Construction Manager shall recommend to the CDA the obtaining of special investigations, surveys, tests, analysis, and reports beyond the scope of this agreement as may be necessary for the proper execution of the Construction Manager's services.

General Conditions Services

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The Construction Manager shall provide General Conditions services as necessary for the safe and efficient coordination of all construction contracts, the completion of this project in accordance with the CDA's objectives, all applicable local, state, and federal laws and regulations. The listing below identifies potential General Conditions' items (if not otherwise included in the Construction Contract). The Construction Manager shall be responsible for administering and supervising the General Conditions as listed and as mutually agreed to by the CDA and the Construction Management Consultant. Changes and additions to the General Conditions must be approved by the CDA, in advance, by written notice.

General Conditions service items:

- temporary project site fence and barricades
- on-site storage facilities
- site survey and building and facilities location layout
- site utility verification
- progress clean-ups - DAILY
- final clean-up
- rubbish disposal
- snow removal
- temporary enclosures & partitions in building
- temporary electric
- temporary telephone
- temporary toilets
- project signs
- fire extinguishers and safety supplies during construction
- soils, concrete and asphalt testing.
- coordination of contaminated soil and groundwater disposal
- general building permit
- special permits
- other
 - job photos
 - computer costs
 - field office & furnishings
 - reproduction costs
 - office equipment

Management of General Conditions is part of the Construction Manager's fee. General Conditions costs will be paid by the CDA as incurred, with no mark-up, per the conditions of the agreement. An approved allowance for General Conditions shall be established prior to the Construction Phase.

The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the CDA during construction shall not be modified or extended without the mutual written agreement between the CDA and the Construction Management Consultant.

The Construction Management Consultant shall perform all services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. The Construction Management Consultant will be held accountable and liable if any services are not carried out as such.