REQUEST FOR PROPOSALS
Design / Bid Services
for a
Baseball Field Complex
Construction / Renovation

LIONS PARK BASEBALL COMPLEX
located in
Lake Elmo, MN
May 18, 2016

Mike Bouthilet
Director of Public Works/Parks
City of Lake Elmo, Minnesota
INVITATION FOR PROPOSALS

Sealed proposals will be received by the City of Lake Elmo, Minnesota until Wednesday, June 15, 2016 at 2:00 p.m. for professional services. The project entails the completion of design / bid proposal to renovate a baseball field complex at the existing Lions Park Baseball field site in Lake Elmo, Minnesota. The proposal will include options and realistic financial strategies for the design, construction and renovation of the existing site, including recommendations for field layout and dugout and concession structures. All bid proposals received will be publicly read aloud by the City on Wednesday, June 15, 2016 at 2:00 p.m. at the City Administration Building.

Copies of the Request for Proposals will be available at the City Administration Building during regular business hours, Monday through Friday, between the hours of 8:00 a.m. to 4:30 p.m.

All Proposals must be in the form provided by the City and sealed in an envelope marked with “Request for Proposal – CITY OF LAKE ELMO LION’S PARK BASEBALL RENNOVATION Project”.

No bidder may withdraw their bid within sixty (60) days after the date set for receiving and opening bids.

All bidders must make arrangements to visit the proposed project site and meet with Mike Bouthelet; Director of Public Works/Parks (or his designated representative).

The City of Lake Elmo reserves the right to accept and/or reject any or all bids or parts thereof for any causes whatsoever, and to waive any informality in the bids as they deem necessary for the best interests of the City.
REQUEST FOR PROPOSALS Design Bid BASEBALL RENNOVATION Project, Lion’s Park, City of Lake Elmo

A. Introduction

The City of Lake Elmo is seeking the services of a qualified firm to develop a design and bid strategy for a baseball field renovation / construction project. The city is seeking a complex that is reminiscent of small town baseball fields with bleachers, structures and details that capture the feel of an old time ball field.

Other considerations:
1) This field footprint is also used for a recreational skating and a hockey rink with boards during the winter.
2) The ball field has a special geographical feature. Home plate is almost exactly situated over the 45th Parallel. We wish to explore the option of home plate being placed on the parallel, using that line for the base path from home plate to first base. Ideally this will be possible using the current field footprint.

The proposal will include realistic financial options for the design, development and construction of a baseball complex including regrading, field layout and building recommendations, including cost projections, timelines and complete design proposals. A construction bidding strategy and construction specifications will result from the award of this proposal.

B. Background

Property Description – The City of Lake Elmo is in the process of renovating an existing little league baseball field complex consisting of a natural grass infield and outfield, a concession building, restrooms, dugouts, bleachers, fully fenced perimeter, a scoreboard, and field lighting that meets the spirit of the city's dark sky night time lighting regulations. It is the goal of this project to design and bid a renovated version of the baseball complex on the existing site. Ideally this project will provide for a safe natural grass field of play and full fencing. It will also contain concession/public bathroom areas, storage, scoreboard, backstop, dugouts, and fan bleachers at a minimum. Other possible improvements may include a ticket booth, batting and practice areas, team meeting area, warning tracks, brick/veneer detailing for fences, announcers booth, parking and year round uses such as ice skating /hockey rink, prep kitchen and warming house.
C. Scope of Work and Project Goals

The project is a design exercise to determine the best fit and most cost effective construction/renovation project to achieve a functional and aesthetically pleasing baseball complex facility.

Respondents to this RFP should consider these factors:

- The best use of the baseball complex is an essential goal, and the recommended uses and development of the baseball complex must address realistic structure lifespan and responsible fiscal planning within a best use scenario.
- The recommendations of the project proposal must be practical and realistic, both economically and politically. At the same time, creative approaches to achieve project goals are encouraged.
- Aspects of this project may be funded through Federal, State and or Private Grant Funding Sources. As such, the successful bidder will be subject to the terms and conditions of any grant contracts developed through the use of the accepted proposals.
- ADA Compliance.
- Function, playing surface, maintenance, accessibility, restrooms, concessions, storage, aesthetics, and city code should be the focus of the project.

Supplying the City with a Proposal will constitute permission to use the information within said Proposal for the City's project funding pursuits.

D. Phases of Work

It is envisioned that this Project will have two (2) Phases.

**Phase 1**
Phase 1 - should be the proposal of a design including conceptual drawings for the baseball complex layout and options including a realistic building strategy. These recommendations should include probable costs of undertaking each option and an assessment of the challenges and benefits of each option. The Project consultants will assist the City in the selection of the preferred options, as requested.

**Phase 2**
Phase 2- will result in construction bid forms for the implementation of the preferred options. Among the recommendations and proposed implementation strategies will be:
• Construction Bid specifications for each aspect of the project
• Detailed drawings of chosen design features
• Assistance in bidding, award and construction management
• Follow through to the completion of construction / renovation

INFORMATION TO RESPONDENTS

1. FORM AND SUBMISSION OF PROPOSALS

The City of Lake Elmo, Minnesota, hereinafter called Owner, invites proposals in the annexed form. Proposals must reach the LAKE ELMO CITY HALL at 3800 Laverne Avenue North, Lake Elmo, MN 55042 at the given time in the Invitation for Proposal, at which time they will be publicly opened and read aloud. Each bid must be contained in a sealed envelope, addressed to THE CITY OF LAKE ELMO- Attn: Julie Johnson, City Clerk and conspicuously endorsed with the name of the Proposal.

2. PAPERS ACCOMPANYING PROPOSALS

Each proposal must be accompanied by the following papers, which, unless otherwise indicated, should be enclosed with the Proposal.

Qualification Statement

(a) All respondents must address all of the items listed in the Scope of Work. The length of the qualification statement shall not exceed twenty-five (25) pages including appendices and attachments. Submissions in excess of twenty-five (25) pages will not be considered. Additionally, submissions will not be reviewed unless they contain all of the informational items and are received prior to the submission deadline. The purpose of this RFP is to obtain concise information regarding the respondent’s ability to design and implement the baseball field renovation project.

(b) A cover letter shall be included with each copy of the Qualifications Statement. The cover letter shall confirm that the respondent is willing and able to commit all necessary resources and staff as proposed. The cover letter must be signed by an officer of the parent company or lead firm submitting the Qualification’s Statement.

(c) To be considered a qualified consultant, the respondent must demonstrate that his/her organization has the necessary experience, skill and financial resources to undertake and successfully complete the work services and work required. The
following specific information is required of each respondent:

**Qualification statement (continued)**

1. Name, address and telephone number of the respondent

2. Identification of the principal contact person

3. The type of organization (corporation, partnership, joint venture, etc.) including a list of participants and an organizational chart

4. If the respondent is a subsidiary of another firm, the above information must be included for the parent company, along with a letter signed by an officer of the parent company supporting the subsidiary submission.

5. If the respondent is organized as a joint venture or partnership, the relationship and responsibilities of the parties must be identified and explained, and shown on an organizational chart.

6. If there is a potential for subcontracting any portion of expected work elements, the information requested above must be furnished for the subcontractors.

7. Identify the key personal that would be involved in the subject project and include brief resumes.

**(d) Experience and Qualifications**

1. The respondent must provide a concise statement of the firm’s understanding of the intended study and the approach the firm will take to accomplish the project tasks, previously outlined.

2. Familiarity with the fields of real estate design, building design, construction, and planning should be provided.

3. The respondent must provide a list identifying their experience in performing design / bid projects, similar in nature to this RFP. This information shall involve detailed information regarding individual project experience and the role of the respondent and references.

4. The respondent must provide a brief description of its computer aided drafting
and design capabilities and any and all other resources and services which will be utilized by the respondent to accomplish the required tasks.

5. Information on professional services hourly rates, including overhead and indirect costs must be included, but not limited to travel expenditures, mileage, copying costs, etc...

3. ACCEPTANCE OF PROPOSAL AND ITS EFFECT

Within ninety (90) days after the opening of the Proposals, the Owner will accept one of the Proposals, or will reject all bids. The Owner will make formal acceptance of the Proposal by a notice in writing signed by the Mayor or Designated Representative of the City of Lake Elmo, and mailed to or delivered at the office designated in the Proposal. No other act of the Owner, its officers, agents, or employees shall constitute the acceptance of a Proposal.

The acceptance of the Proposal shall effect an agreement between the Owner and the successful bidder, of which time shall be of the essence, for the execution of the Form of Contract and an analysis of his bid prices, and for liquidated damages, all as hereinafter provided. It shall not affect a Contract for the doing of the things provided in the Form of Contract, but the rights and obligations therein provided shall become effective and binding upon the parties only with its formal execution. Neither the acceptance of his Proposal nor the formal execution of the Form of Contract shall constitute an approval of the bidder’s proposed plan, equipment, method and program of work or services.

4. EXECUTION OF FORM OF CONTRACT

Within ten (10) days, Sundays and holidays excepted, after the acceptance of his Proposal, the Owner shall present or mail to the successful bidder in quadruplicate, the Form of Contract bound herewith, with the blanks filled out in accordance with his Proposal. Within ten (10) days, Sundays and holidays accepted thereafter, the successful bidder shall deliver all copies to the City Clerk of the City of Lake Elmo duly executed by him as Contractor. Upon their receipt and upon receipt of satisfactory security for the bidder’s faithful performance, as hereinafter provided, the Owner shall execute all copies and shall return one to the successful bidder.

5. RIGHT TO ACCEPT AND REJECT PROPOSALS
The Owner reserves the unqualified right, at its sole and absolute discretion, to reject any or all Proposals and to waive any informality therein. The award if any will be made for each contract to the lowest responsible bidder on the basis of the total of the sum of all items making up that particular contract, but the Owner reserves the right to omit any item or items from the contract after the award and prior to the execution of the Contract.

In the event that a successful bidder defaults upon the agreement created by the acceptance of his Proposal, the Owner reserves the option to accept the Proposal of the next lowest bidder within eighteen (18) days from such default, in which case, such acceptance shall have the same effect as to such bidder as though he were the originally successful bidder.

Each bidder must inform himself fully of the conditions relating to construction and labor under which the work is now or will be performed. In so far as possible, the Contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

Bids will be compared on the basis of the prices bid for the items in the Schedule of Items and Prices, (where applicable). No bid will be accepted which does not contain a price for each item. Proposals which contain any unbalanced bid items or which are conditioned or obscure or which contain additions not called for, erasures, omissions, qualifying letters, alterations or irregularities of any kind, may be rejected as informal.

6. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Overall qualifications of the consulting firm
- The respondent’s understanding of the goals of the project and the proposed approach in undertaking the project as indicated in the respondent’s statement
- The amount of previous related experience
- The respondent’s personnel and available resources devoted to the project
- Ability to complete the work in the designated time period
- Project cost

7. TIME OF PERFORMANCE & PRODUCT REQUIREMENTS
a. Completion Schedule: Phase 1 – This work, as outlined in the Scope of Work, should be completed as part of the proposal. Phase 2 – It is anticipated that bid specifications should be completed within one (1) month after the acceptance of Proposal, and ongoing management provided based on established construction timelines as dictated by the scope of the agreed upon project.

**Product Requirements:**

- The consultant shall be required to submit five (5) copies of the completed proposal for each Phase comprising the Project Tasks to the City.
- The consultant must also comply with the Final Report submission requirements.

**8. EXAMINATION OF SITES**

The Respondent shall, and is hereby directed to inspect the entire site of any proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.

**DEFINITIONS**

**GENERAL CONDITIONS**

Except as otherwise, indicated by context, the following words whenever used in these General Conditions and Specifications, shall have the meaning set after each:

"City" - City of Lake Elmo

"Contractor" - Successful Bidder

"Officer of City" - Designated Representative of the City of Lake Elmo

**WORKMEN’S COMPENSATION**

The Contractor must accept, insofar as the work herein provided for his concerned, the provisions of the Workmen’s Compensation Act of 1917, and any supplements and amendments thereto and shall before the contract is signed, submit proof that he has accepted the Workmen’s Compensation Act of 1917, and any supplements or amendments thereto and that he has insured his liability thereunder in accordance with the terms of the said Act.
INSURANCE

The Contractor shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect him and any sub-contractor performing work covered by this Contract, from claims for damages for personal injury, including accidental death as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by him/herself or by any sub-contractor, or by anyone directly employed by either of them. The minimum limit for such insurance shall be $500,000.00 for damages to any one person and $1,000,000.00 for damages for any one accident; property damage minimum limit shall be $100,000.00.

The Contractor shall also take out and maintain during the life of this Contract, automobile liability insurance limited to a minimum of $100,000 for injury or accidental death to any one person or $500,000 for injury or accidental death for any one (1) accident and $50,000 for property damage.

CONTRACTOR SHALL FURNISH EVERYTHING

The Contractor shall provide and use, at his expense all materials and labor, and all implements and appliances necessary in carrying on, constructing and completing all work set forth hereunder as required by the specifications under this Contract.

LOCAL CONDITIONS

It is understood and agreed that the Contractor, before executing the Contract, has by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character and equipment and facilities needed preliminarily to and during the prosecution of the work the general and local conditions and all other matters which can in any way affect the work under contract.

RISKS BLAME, ETC.

The Contractor must assume all risks and bear any loss occasioned by neglect or accident during the progress of the work. The Contractor agrees to indemnify, defend and save harmless the City from all suits and claims for damages, loss or injury to persons or property received or sustained from the Contractor or his
agents in the performance of the work under his Contract. He must properly protect all adjacent work during the progress of construction and make good all damage that may occur to any work herein specified or to adjacent property in consequence of the work herein specified. He must also assume all blame or loss by reason of neglect or violation of local or state laws, ordinances and regulations, encroachments upon neighbors, or from any other cause.

**DAMAGE TO PROPERTY**

In case any direct or indirect injury is done to the buildings and existing structures; or to public or private property of any kind, or to any materials or fixtures, by or because of the work in consequence of any act or omissions on the part of the Contractor, his employees or agents or his sub-contractors, the Contractor, at his own cost and expense, except when hereinafter specified otherwise, shall restore such structures, property, materials, etc., to a condition equal or similar to that existing before such damage or injury was done by repairing, rebuilding, or otherwise as may be required by the City, or shall make good such damage or injury in a satisfactory manner.

**CONTRACTOR’S LIABILITY**

The work in every respect shall be under the charge and in care of the Contractor and at his risk, He shall properly safeguard against any or all injury or damage to the public, to any property, material, or thing, except where stipulated otherwise in the specifications and shall alone be responsible for any such damage or injury from his undertaking of this work to any person or persons or thing connected, therewith. He shall indemnify and save harmless the City Council, Staff and Commissions from all suits or actions at law of any kind whatsoever in connection with this work, and shall, if required, show evidence of settlement of any such action before final payment is made by the City.

**PERMITS, LICENSES AND CERTIFICATES**

The Contractor shall procure all permits and licenses, pay all charges, fees and give notices necessary and incident to the due and lawful prosecution of the work. He shall obtain and furnish the City all required approval and other certificates. The Contractor shall pay for all fees, Permits, Licenses, Taxes, etc., if said fees, permits, licenses, taxes are necessary.
PATENT PROTECTION

The Contractor shall agree to indemnify and save harmless the City against all claims, demands, suits, or actions of any kind for actual or alleged infringements of patent rights in the use, sale, or resale of the equipment or any part thereof furnished or used in the fulfillment of the Contract to be awarded.

QUESTIONS AND DISAGREEMENTS

All questions and disagreements between the City and Contractor relating to the meaning of the specifications, or the kind and quality of work and materials required thereby, shall be referred to the City Attorney and her decision shall be final, conclusive and without appeal.

FAILURE TO EXPEDITE WORK

If, in the judgment of the City, the Contractor shall fail or neglect to furnish labor or materials. The City may give the Contractor notice to furnish the same within forty-eight (48) hours. If the Contractor shall not comply with said notice, the City may proceed to purchase the necessary materials without advertising thereof, or engage the necessary labor and charge the cost of same to Contractor and deduct same from any payment due the Contractor under this Contract.

If, in the judgment of the City, the Contractor for any cause shall fail to adequately prosecute the work, the City may give the Contractor notice that he is not adequately prosecuting the work. If the Contractor shall not comply with the said notice within ten (10) days after service of them, the District may terminate the employment of the Contractor hereunder, take possession of the premises and of all materials, tools and appliances and may employ such forces as may be necessary to finish the Contract or may relent the finishing of said Contract, without advertising, to any Contractor. In such case, the Contractor shall receive no further payment until the work shall be finished, when the balance shall be paid to the Contractor. However, if the cost exceeds such unpaid balance, the Contractor or his surety shall pay such excess cost to the City.

CHANGES IN THE WORK
The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work and the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the City shall have freedom to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the Contract, but otherwise, except in an emergency endangering life or property. No extra work or change shall be made unless in pursuance of a written order from the City signed or countersigned by the Mayor or Designated Representative a written order from the City stating that the City has authorized the extra work or change and no claim for an addition to the Contract sum shall be valid unless so ordered.

**COMPLIANCE WITH GRANTS**

This project and the work performed by the consultant may be subject to the conditions and requirements of funding grant contracts. The Contractor may be required to comply with providing appropriate documentation in regards to such issues as, but not limited to: Report Submissions, Nondiscrimination and Sexual Harassment, the Americans with Disability Act, etc...
FORM OF PROPOSAL
FOR
Design / Bid Baseball Complex Project
CITY OF LAKE ELMO, MN

Julie Johnson, City Clerk
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042

The undersigned hereby proposes to furnish all tools, labor, materials and equipment necessary to complete a design bid proposal to determine the most appropriate construction work to be performed at Lions Park Baseball Complex Construction/ Renovation Project property and facilities in strict accordance with this Form of Proposal, Scope of Work and the General Conditions hereto annexed and made a part of this agreement, and all State and Local Ordinances relating thereto. Also, including all appurtenant work necessary to complete this project in a first class workmanlike manner to the satisfaction and approval of the City for the following lump sum cost:

Description of Services Lump Sum Price

1. Design and Bid Baseball Complex Renovation/Construction for a number not to exceed $____________________

Price in writing ________________________________

WITNESS, the hand and seal of the said Bidder this _____day of_______ 20____
(Date) (Month) (Year)

Name of Consultant ______________________________
____________________________________________

Post Office Address: ______________________________
____________________________________________

Phone Number: ______________________________
Fax Number: ______________________________
Accepted by: Julie Johnson, City Clerk; City of Lake Elmo, MN

By: __________________________ (print / date)

______________________________ (sign / date)

President

Attest: _________________________ (print / date)

______________________________ (sign / date)

Witness

______________________________ (sign / date)