



RFQu 2025-03

Construction Manager and Design Professional
For Bay County Community Center
Pool Facility

Bay County Finance Department
Purchasing Division
On behalf of
Bay County Recreation and Facilities

JAMES BARCIA
BAY COUNTY EXECUTIVE

REQUEST FOR QUALIFICATIONS---THIS IS NOT AN OFFER

DATE OF REQUEST	JUNE 11, 2025
REFERENCE RFQu NUMBER	RFQu 2025-03
MANDATORY PRE-BID MEETING	JUNE 25, 2025 9:00 AM
LOCATION	BAY COUNTY COMMUNITYCENTER 800 JOHN F KENNEDY DR. BAY CITY MI, 48706
DEADLINE FOR VENDOR QUESTIONS	JULY 2, 2025 5:00 PM
RESPONSES DUE FROM COUNTY	JULY 9, 2025 5:00 PM
PROPOSED DATE/TIME REQUIRED	JULY 23, 2025 11:00 A.M.
SUBMIT QUALIFICATIONS TO:	BAY COUNTY FINANCE DEPT. PURCHASING DIVISION BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK QUALIFICATION SUBMISSION:	“BAY COUNTY COMMUNITY CENTER POOL CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL – DELIVER TO THE FINANCE DEPARTMENT IMMEDIATELY”

PURPOSE:

The intent and purpose of this Request for Qualifications (RFQu) is to establish a contract through a competitive sealed bid for a Construction Manager and Design Professional (CM) to coordinate the construction of a new Community Center Pool facility in Bay County, Michigan (COUNTY). The desired timeline is to open a new pool to the public in June of 2027.

The CM will provide or contract out the following required services: architectural design, engineering, construction administration, oversight, inspection services, needs assessment, building program study and plan pre-construction services that include, but are not limited to drawing reviews and reports; constructability reviews; value engineering reports; detailed cost estimates; and scheduling.

The Contractor shall be responsible for complete construction including permitting, licensing, utilities, facilities engineering, building site preparation, slab and footers, building erection, electrical and plumbing service, HVAC, and all other work associated with complete construction.

Prevailing wage will be required on this project. The COUNTY will require certified payroll submitted before releasing request for payment. Michigan's Prevailing Wage may be found at:

<https://www.michigan.gov/leo/bureaus-agencies/ber/wage-and-hour/prevailing-wage>

BACKGROUND:

Bay County Recreation and Facilities is looking to design and construct a new pool facility at The Bay County Community Center, located at 800 John F. Kennedy Dr., Bay City, MI 48706. The scope of work will include complete construction. This includes permitting, licensing, utilities, facilities engineering, architecture, building site preparation, electrical service, HVAC, pool construction and pool feature installation, and all other aspects to complete construction.

A feasibility study was completed in April 2024, and information regarding the old pool facility can be found as an attachment. The County plans to go through the full design process with the selected vendor using the feasibility study as a guide for the features and amenities voted on by the public. This pool design and build is part of a county millage that was passed in 2024, the pool locker room and entryway remodel are not in the scope of this project and will be completed in a separate bid. Community input was provided to ensure The County is meeting the needs of their residents.

Amenities requested by the residents in the feasibility study, as well as required by the County are as follows: Zero-entry children's play area with climb-on/slide structures, dueling water slides, water play area and a splash area with sensory-friendly options, six 25-yard lap lanes, space for swim lessons, lap swimming, water sports, and aerobics, lifeguard stands and ADA-compliant features, including pool access wheelchair lift. Design of this pool is not limited to what is in the feasibility study, but must include the items listed above. Demolition of the current pool and basement pumphouse is required.

Additional facility features will include fencing, gates, pavilion, deck amenities with seating and umbrella tables, pumphouse and storage for off season, maintenance and cleaning equipment, rescue equipment, and safety equipment, appropriate lighting, including charging station on lamp posts.

The selected vendor must have significant experience designing and constructing public outdoor pools in similar climates to Michigan.

SITE VISIT

It is mandatory that firms attend this walkthrough to submit a comprehensive bid. During this site walk all equipment shall be reviewed. The purpose of this site visit is to allow for a complete understanding of the project and expectations. JUNE 25, 2025, 9:00 A.M. BAY COUNTY COMMUNITY CENTER 800 JOHN F KENNEDY DR. BAY CITY MI, 48706

GENERAL SCOPE OF WORK:

Intent is for the CM to provide for design, construction, and completion in every detail of the work and furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents.

It is anticipated that the CM will be required to provide additional services, whether from in-house or through a bid process, including but not limited to:

- Furnish all work and services for furnishing, submitting, processing, and handling of requests for substitutions and data for product options after execution of the contract. Any substitution or product option must be in accord with the provisions of contract documents.
- Completely coordinate with work of other trades.
- Assisting with cost estimating throughout the remainder of the design process while finalizing the construction documents.
- Assisting with the scheduling, cost estimating, and logistics of demolition, design, and construction of a new pool facility.
- Assisting with the scheduling, cost estimating, and logistics of installing any COUNTY purchased equipment or accessories for the facility.
- Providing suggestions for cost-cutting/reducing measures to stay within the budget.
- Providing suggestions for the most energy-effective options available relating to Pool Facility.
- Procedures for maintaining record documents.

COORDINATION OF WORK BY OTHERS:

General:

- CM shall be responsible for coordinating his/her work effort with the local utility companies for installation of new gas service, electric service, and water/sanitary systems.
- CM shall be responsible for coordinating his/her work effort with the COUNTY's Information Systems Division for computer data systems and telephone systems (final connections).
- The CM shall facilitate the bid process for selecting subcontractors needed for the pool facility.
- The CM shall be fully licensed as required by State law and/or, COUNTY and/or Local regulations or ordinances. Such licenses shall be in effect prior to the date and time specified for receipt of proposals by the COUNTY.

- The CM shall carefully examine the site of the proposed work, specifications and contract forms for the work contemplated, prior to submittal of a proposal. The receipt of a proposal from the CM shall be considered evidence that he or she shall make subject examinations and shall be thoroughly familiar with the requirements for the work to include site conditions, material requirements, quantity of performance and any laws, rules, regulations, or ordinances governing the work.
- Meetings with COUNTY representatives and Architect to approve final drawings and specifications.
- Provide an updated estimated project cost based on the final design.
- Provide complete construction documents for bidding purposes and contracting for the project.

Construction Administration, Oversight, and Inspection:

- Review and submittal of progress payments.
- Review of field changes.
- Issuing of Change Orders as may be required after consultation with the COUNTY.
- Site observations as required (a minimum of once per week). Provide written reports on field observations. Construction job meetings are separate from field observations.
- The CM shall provide services to administer the construction contracts for the project, inspect the work and progress, and attend and coordinate bi-weekly progress meetings with COUNTY representatives. Meeting frequency subject to change as business needs dictate.
- Provide, along with COUNTY representatives, substantial completion walk-thru, punch list and final walk-thru and project approval.

FINAL DOCUMENTS:

Bind all data and label “OPERATION AND MAINTENANCE MANUAL,” project name, and subject matter of contents.

Operation and Maintenance Manuals:

Organize all operation and maintenance manuals into suitable sets.

- The CM shall prepare and provide three (3) manuals which shall include, but not be limited to, all operation and maintenance manuals for all furnishings, fixtures, appliances, and equipment included in the project, a list of project contractors and suppliers including contact names, phone numbers and email addresses, and all warranties.
- Upon project completion, provide one (1) .pdf copy to the COUNTY with all final “as built” drawings, specifications, meeting minutes and other construction documents, including the manual.

Operation Data:

- Emergency instructions and procedures.
- System, subsystem, and equipment descriptions, including operating standards.
- Operating procedures.
- Description of controls and sequence of operations.

Maintenance Data:

- Manufacturer’s information, including list of spare parts.
- Name, address, and telephone number of installer or supplier.
- Maintenance procedures.

- Maintenance and service schedules for preventive and routine maintenance.
- Maintenance record forms.
- Sources of spare parts and maintenance materials.
- Copies of maintenance service agreements.
- Copies of all warranties and bonds.

PRODUCT/ADDITIONAL SERVICES SELECTION - GENERAL

All bids must follow the guidelines as laid out in the Bay County Purchasing Policy and the CM will work with the COUNTY Purchasing Agent prior to issue. After issuance and award of the bid the CM will manage the procurement, delivery, inspection, acceptance of goods, and oversight of the services.

PROJECT MEETINGS:

The selected CM shall be responsible for attending and preparing minutes of all meetings, throughout the project from design through completion of construction, which shall include documenting items discussed, action taken or required to be taken and by what party.

CONSTRUCTION PROGRESS DOCUMENTATION:

Description:

- Immediately after the contract award, prepare and submit progress schedule of work.
- Coordinate Subcontractor's schedules for entire project.
 - Resolve conflicts among schedules of Subcontractors.
 - Revise as required by conditions and progress of work.
 - Furnish copy of schedule for entire project to each Subcontractor.

Submittals:

- Initial construction schedule to COUNTY and Architect prior to start of work, but not later than date set for preconstruction conference.
- Revised construction schedule to COUNTY and Architect prior to start of work but not later than 15 days after notice to proceed.
- Updated schedules accurately depicting progress to the last day of each month with Progress Report.
- Submittal of shop drawings, project data and samples.
 - Submittal Log:
 - Itemized list of submittals
 - Date of Issue
 - Date of Return
 - Approved/Not Approved/Approved as Noted

Updating:

- Show all changes occurring since previous submission of updated schedules.
- Indicate progress of each activity, show completion dates.
- Include:
 - Major change in scope.

- Activities modified since previous updating.
- Review projections due to changes.
- Description of revision:
 - Effect on schedule due to change in scope.
 - Revisions in duration of activities.
 - Other changes that may affect the schedule.
- Provide narrative report including:
 - Discussion of problem areas including current and anticipated delay factors and their impact.
 - Corrective action taken or proposed and its effect.
 - Effect of change in schedule of subcontractors.
 - Description of revisions:
 - Effect on schedule due to change of scope.
 - Revisions in duration of activities.
 - Other changes that may affect the schedule.

Distribution:

- Distribute copies of revised schedules to:
 - COUNTY.
 - Architect.
 - Subcontractors.
 - Job Site File.
 - Other Concerned Parties as determined by the COUNTY.
- Instruct recipients to report any inability to comply and provide detailed explanation, with suggested remedies.

Progress Reports:

- Contractor prepares comprehensive daily log and maintains it during entire project period.
- Each Contractor presents copies of their Progress Reports with Application for Payment.
- Progress reports to include following data for each day of entire project period:
 - Manpower, by trade.
 - Work being performed, with location.
 - Weather.
 - Situations or circumstances liable to delay work or give cause for claims for time extension or added cost.
 - List of visitor's names, to include officials, COUNTY's representatives, and other authorities. Record their observation.

Construction Documents Review:

- The CM is required, in accordance with the schedule requirements, to review construction documents and other information.
- The CM shall, in accordance with schedule requirements, review applicable Construction Schedule(s), the estimate of Total Project Construction Cost, the cost of local utilities, fees for permits and licenses,

any modifications necessitated by local conditions, other information necessary for a full understanding of the Project, and the review Construction Documents.

- The CM shall:
 - Examine the review Construction Documents for clarity, adequacy of detail, consistency, accuracy, and completeness.
 - Identify conflicts, omissions or overlaps in the proposed divisions of the Work, evaluate the completeness of intended bid categories, and identify unusual design details affecting construction cost and schedules.
 - Apply established value engineering principles and practices to reduce the cost of the Project.
 - Identify factors with the potential to impact the Construction Schedule such as materials with long lead time, the unavailability of required labor, and other factors and make suggestions for acceptable alternatives.
 - Evaluate and make suggestions to optimize Site utilization.
 - Recommend proposed modifications or alternatives to the review Construction Documents based on its evaluation and review.
 - Notify the COUNTY and the Architect in writing of any variances between the Construction Documents and applicable laws, statutes, building codes, rules, and regulations of which it is aware.
 - Notify the COUNTY and the Architect in writing of all problems, conflicts, defects, or deficiencies in the review Construction Documents of which it is aware or should be aware.
- The CM shall, in accordance with schedule requirements, assist the Architect with the resolution of all problems, conflicts, defects or deficiencies identified during the review and evaluation of the review Construction Documents.
- Upon completion of the examination of the review Construction Documents, the CM, in accordance with schedule requirements, shall prepare and submit a final estimate of Total Project Construction Cost.

Planning and Scheduling:

- Construction Schedule. The CM understands and acknowledges the COUNTY's intent that the Project will be complete by the Date of Substantial Completion. The CM shall timely prepare and submit the Construction Schedule for the COUNTY's review and approval. The Construction Schedule shall complement, and shall not conflict with, the Design Schedule.
- The CM shall establish and timely submit for COUNTY review:
 - Project cost control procedures.
 - Project reporting procedures.
 - Project Manual.
 - Quality Management Program.
 - Staffing Plan for the construction period.

Construction Services:

The firm will prepare, bid out and select the vendors in compliance with Bay County's purchasing policy.

Construction Supervision:

- The CM shall supervise and direct the work at the Site. The CM shall, at a minimum, staff the Project Site with personnel who shall:
 - supervise and coordinate the CM's personnel and act as its primary liaison with the COUNTY and the COUNTY's Consultant(s).
 - coordinate trade contractors, suppliers and supervise site construction management services.
 - be familiar with all trade divisions and trade contractors' scopes of work, all applicable building codes, the Construction Documents, and this Contract for Construction.
 - check and review shop drawings and materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and this Contract for Construction, periodically confer with the appropriate COUNTY's consultant(s) to assure acceptable levels of quality.
 - prepare and maintain Project records, process documents, and staff the Site field office.
- The CM shall promptly reject any work which does not conform to the Construction Documents, or which does not comply with any applicable law, statute, building code, rule or regulation of any public authority or agency of which it is aware. The CM shall immediately notify the Architect(s) and the COUNTY in writing when it has rejected any work.
- The CM shall comply with and cause its subcontractors and suppliers to comply with the Project Construction Schedule and applicable sub-schedules. The CM shall obtain and review schedules from subcontractors and suppliers, coordinate sub-schedules with the Construction Schedule, and enforce compliance with all applicable schedules to ensure timely completion of the work. If at any time the Project is delayed, the CM shall immediately notify the COUNTY of the probable cause(s) and possible alternatives and make recommendations to minimize expense to the COUNTY.
- The CM shall request that the Architect visit the Site at additional times as the CM deems it necessary to attend meetings, inspect the work, and render interpretations regarding the Work necessary for the proper execution of the work. The Architect's interpretations and decisions shall be final regarding the Construction Documents and the work.
- CM's On-Site Facilities: Use of premises:
 - Office and storage areas.
 - COUNTY's requirements.
 - Commencing on the Date of Commencement and terminating on the Date of Final Completion, the CM shall provide a Site field office and toilet facilities at the Project Site.
 - The field office facilities shall be large enough to accommodate required meetings and shall include office furnishings and equipment such as desks, telephones, computers, copiers, and other similar office equipment.
 - The CM shall maintain in the Site field office, on a current basis, all necessary Construction Documents, schedules, shop drawings, product data, samples, purchase orders, maintenance manuals and instructions, daily logs, correspondence, memoranda, and all other Project-related documents.

OVERVIEW OF PROPOSAL REQUIREMENTS

Offerors shall submit proposals in accordance with the content and format requirements set forth in this RFQu. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

PROPOSAL SUBMITTAL

Please label submission as broken out below and place each requirement in a separate section.

Technical Proposal – Format the proposal with the following labeled sections:

- Cover Letter (form provided)
- Bidder's Checklist (form provided)
- Certification (form provided)
- Section 1 – Executive Summary
- Section 2 – Detailed Response
- Section 3 – Project Plan, Technical Approach or Project Approach
- Section 4 – Project Team Qualifications/Qualifications of Key Personnel
- Section 5 – Relevant Project Experience, Concurrent Workload
- Section 6 – Availability of Key Personnel
- Section 7 – Regulatory Compliance
- Section 8 – Disclosure Forms
- Section 9 – Safety Qualifications (form provided)
- Section 10 – Project Experience/References (form provided)
- Section 11 – Insurance and Risk Management Requirements (Proof of Insurance), Required Bonds.
- Section 12 - Acknowledgement of each Addendum
- Section 13 - Fee (Sealed Envelope – One (1) envelope submitted with the “Original” proposal).

Section 1 - Executive Summary: The one or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary.

Section 2 - Detailed Response: This section should constitute the major portion of the proposal and must contain at least the following information:

- A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
- A specific point-by-point response, in the order listed to each requirement in the RFQu.
- A comprehensive and detailed business prospectus, descriptively outlining the offeror's ability to adequately and satisfactorily perform the services requested.

Section 3 - Project Plan, Technical Approach or Project Approach:

- Explain how you will work closely with the COUNTY in an atmosphere of collaboration.
- Describe your firms' approach to the Project including the criteria listed below:

- Pre-Construction Services: List and describe your approach to all preconstruction services.
- Scheduling/Sequence of Work/Phasing: Describe your team's vision for sequencing the work.
- Describe your proposed scheduling methods including schedule type, level of detail, software utilized, frequency of updates and recovery procedures.
- Site Management/Staging Plan: The COUNTY anticipates limited available space at the site and access to the building and public entrances must be maintained during the project.
 - Explain how you propose to manage the site while maintaining safety and access.
 - Explain how you will coordinate with the COUNTY, especially with respect to any equipment.
- Cost Management: Describe the methods you propose to manage costs so that the project will be delivered within the budget.
- Quality Control: Describe the quality control methods you propose for each component of the work that you would typically find in a project of this nature. Explain the steps that the site team will take to verify that quality standards are met in the final construction project.
- Safety: Pool is next to an active facility which will need public access throughout the construction phase. Please explain your means and methods of maintaining safety for the workers, and for the public.
- Material and Methods: Describe materials and methods you propose to use to execute each of the components of the project.
- Subcontractor Team Management: Explain the process you will use to manage communication, collaboration, execution, quality, and safety performance of your Subcontractor Teams.
- Closeout: Explain the processes you will use for closeout activities including achieving substantial completion, punch list creation and resolution, achieving final completion, and production of record documents.
- Warranty: Explain the process you will use during the warranty phase, including responses to warranty related issues.

Section 4 – Project Team Qualifications/Qualifications of Key Personnel:

- Provide resumes for each of the key personnel proposed for this project with specific emphasis on the support staff overseeing the project.
- All proposed key personnel must have at least a minimum of three (3) years of work experience in managing, directing, or executing comparable projects similar in size, scope, and function.
- Contractor License Number, Classification of License, has your firm ever failed to complete work awarded to you? If so, where, and why?
- A current audited financial statement for your company which will be returned uncopied upon completion of review.
- The CM must have a minimum of five (5) years of experience in similar related projects and at least three (3) years of experience in managing and directing comparable projects similar in size, scope, and function.
- The CM shall provide, at the minimum, two supervisors that have at least 5 years' experience with the design and construction of pool facilities.
- Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background

- Current and Past Relevant Work Experience
- Include two (2) references for each key personnel member on similar projects.
- Provide a one (1) page Organizational Chart reflecting the above key personnel's names and positions.

Section 5 – Relevant Project Experience/Concurrent Workload:

- Prior Experience:
 - Describe the number of years the offeror has provided the type of work requested by the RFQu.
 - Describe specific experience your firm has in completing similar projects.
- Concurrent Workload:
 - Provide a listing and description including size, cost, and duration of anticipated concurrent projects of the firm. Indicate how this anticipated workload compares to your firm's previous workload levels. Provide a brief explanation of the impact these projects will have on this project.

Section 6 – Availability of Key Personnel:

- Provide the current workload of key personnel who will be assigned to this project.
- Provide the total number of personnel currently working for the firm.

Section 7 - Regularity Compliance:

Provide certification which documents history of experience with regulatory agencies over the past 10 years. At a minimum the following must be provided:

- If the firm has been in full regulatory compliance, a signed and notarized statement must be provided documenting compliance.
- If the firm has been the subject of any action by regulatory agencies the following data, signed and notarized, must be provided for each instance.
 - Project name.
 - Dates of starting and completion of work.
 - Type of regulatory action and a brief narrative pertaining to the event.
 - Final resolution of agency action.
 - The date firm satisfied all agency requirements.
- If the firm has been recognized by jurisdictional agencies for extraordinary actions regarding voluntary compliance such favorable documentation should be provided.
- Largest single project completed by the contractor: Amount, date of completion, type of work, Owner/reference.

Section 8 – Disclosure Form:

Due to the size and scope of this project Bay County will review the history of litigation of each Offeror that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments, and termination for cause to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Bay County.

Section 9 – Safety Qualifications (Form Provided):

- List your firm's Incidence Rate for injuries and illnesses and numbered lost workdays for the three most recent years.
- List your firm's Insurance Experience Modification Factors/Rates for the three most recent years.
- Number of Injuries and Illnesses: (From the prior year OSHA 300 Log)
- On the provided form please tell us about the following and provide a brief example/explanation of each.

Section 10 – Project Experiences (Form Provided):

Project Experiences

Identify five (5) projects where the Offeror has performed outdoor pool projects projects similar in size and scope with entities comparable to Bay County within the past five (5) years. Limit your response to one (1) page per project; please provide the following information for each project:

- **Project Information**
 - The name of the project and the project location.
 - Description of the project.
 - Nature of firm's responsibility.
 - Architect name and contact information.
 - General Contractor name and contact information.
- **Project Timetable**
 - Start date.
 - End date.
 - Completion Date or Estimated Completion Date.
- **Project Details**
 - Size of project.
 - Work for which your firm was/is responsible.
 - Status of the project – has your firm completed its duties?
- **Project Cost**
 - Architects estimated project cost.
 - Original construction cost.
 - Final construction cost.
- **Change Orders**
 - Number of credit Change Orders.
 - Dollar amount of credit Change Orders.
 - Number of additive Change Orders.
 - Dollar amount of additive Change Orders.
 - Summary of each Change Order stating reason and identifying originator.
- **Contact Information – County**
 - Contact name.
 - Title.
 - Entity Name.
 - Address.

- Phone.
- Email.

The offeror shall submit a list of five (5) clients with similar full responsibility contracts who are or have been under contract with the offeror.

Offerors are advised to notify the reference that the COUNTY will be contacting them. Evaluation may be impacted if the COUNTY is unable to contact the reference. Offerors are advised to notify the reference that the COUNTY will be contacting them.

Please use additional sheets of paper and format as above.

The Contractor shall be fully licensed as a General Contractor as required by State law and/or, County and/or Local regulations or ordinances. Such licenses shall be in effect prior to the date and time specified for receipt of proposals by the County. Please provide copies of licenses.

Section 11 – Insurance and Risk Management Requirements (Proof of Insurance) and Required Bonds:

- Documents requested under “General Information”.

Section 12 – Acknowledgement of Each Addendum:

- Please provide a signed copy of each addendum issued by Bay County.

Section 13 – Fee:

- Your fee shall be submitted in a sealed envelope and only one (1) copy is required with the “original” submission.
- Your fee shall include all costs to cover work included or anticipated by you as well as all other CM work defined in this document. Your fee shall be based upon the anticipated work scope and the project schedule.
- Payment of the project will be billed based on the percentage of work complete. There will be a breakdown of each part of the project and percentage of each aspect of the project. For example: Preconstruction & Design: 20%, Phase 1 of Project Complete (Demo, clean up, etc): 20%. Phase 2 of Project Complete (Build of pool and amenities): 40%, Project Completion: 20%
- Your fee shall include all reasonable out-of-pocket expenses including and not limited to printing, plotting, modeling production costs, transportation overnight mail, phone calls, photography, presentations, mileage, tolls, lodging, etc. The COUNTY shall not allow reimbursable expenses unless they are strictly defined within the CM contract.

EVALUATION OF QUALIFICATIONS:

Applications will be evaluated based on the completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the qualifications submitted.

FIRMS QUALIFICATIONS:

- Firms Overall Construction Management Experience and Capability to perform the work.
- Demonstrated ability to manage construction to achieve the quality of work required by the construction management contract and expected by the COUNTY.
- An integrated approach including supply, demand, and sustainability.
- Specialized experience & dedicated resources in this market.
- The proximity of local resources.
- Financial stability as evidenced by payment and performance bonds and overall bonding capacity.

PERSONNEL QUALIFICATIONS:

- Quality of professional qualifications of key personnel assigned to this project through project closeout. The COUNTY expects no change in key project personnel throughout the project.
- Quality of professional qualifications of supporting personnel assigned to this project.

PROJECT MANAGEMENT:

- A life-cycle approach to project management across planning, assessment, program implementation, services, measurement, and reporting.
- Quality of approach to project management: accredited professionals, corporate standards.
- Clear assignment of responsibility for various project tasks to specific individuals.
- Demonstrated ability to coordinate construction activities and to minimize construction impacts to the public.
- Demonstrated ability to work with the various subcontractors in resolving construction conflicts and ensuring safety.
- Ability to effectively manage project construction including COUNTY's costs and to manage the project on schedule.

SAFETY AND HEALTH PERFORMANCE:

- Provide your Workers Compensation Experience Modification Rate (EMR) Data for the past 3 years.
- Describe your Safety/Health program (Safety/Health Director, Incentive Program, Safety Training, Substance Abuse Testing)

EXPERIENCE:

- Prior experience (preferably within the last five years) in managing similar public sector or municipality construction projects.
- Construction Management Firm's experience with constructing like facilities.
- Construction Management Firm's experience with construction projects larger than \$8 million in value.

FEE FOR SERVICES/COST PROPOSAL:

- All Construction Management Firms will be required to submit a separate Cost Proposal with your qualifications in a Separate Sealed Envelope titled "COST PROPOSAL-CONSTRUCTION MANAGER DESIGN PROFESSIONAL."

- The Cost Proposal will not be opened until all Qualifications have been evaluated and assigned a point value.
- The Construction Management Firm awarded the contract will be required to provide a Payment and Performance Bond for the entire project. All costs for the Bond must be included in your Cost Proposal.

QUALIFICATIONS-BASED SELECTION (QBS) PROCESS TO BE USED

The *Bay County Purchasing Policy* provides for the use of a Qualifications Based Selection (QBS) Process. This fair and rational procedure facilitates the selection of professional services based on qualifications and competence in relation to the scope and needs of the particular project. The committee is charged to implement the QBS process and provide recommendations to the Bay County Executive and Bay County Board of Commissioners. Members of a QBS committee will review materials submitted by each person, compare, and rate them according to the selection requirements stated in this QBS.

The QBS process to be used for this project involves several steps:

1. General scope of work is identified.
2. A selection schedule is established.
3. Qualification documents are requested.
4. Qualification documents are evaluated.
5. A short list of proposers who receive a maximum of 75% potential points is prepared for further consideration with the top three proposer(s) being interviewed and evaluated.
6. Interviews are conducted.
7. Individuals are ranked for selection.
8. A contract is negotiated with the top ranked individual.
 - a. If an agreement cannot be reached, those negotiations are ended and negotiations are begun with the second ranked individual and so on down the line, until agreement is reached and an individual selected.
9. All individuals involved receive post-selection communications.

GENERAL INFORMATION:

1. **CHANGES TO RFQu:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Nicole Putt, only. Firms shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFQu, possible firms are asked to immediately send contact information by email to Nicole Putt, Bay County Purchasing Agent, at purchasing@baycountymi.gov; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFQu, Firm agrees to be bound by this RFQu's terms and conditions. Proposals may be withdrawn by the Firm without penalty at any time before notification that the Firm's Proposal has been selected. However, if the Firm withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Firm shall pay liquidated damages to the County in an amount equal to five percent (5%)

of the amount of the Proposal (“Liquidated Damages”). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm’s payment of the Liquidated Damages shall be Firm’s sole liability and entire obligation and County’s exclusive remedy for Late Withdrawal of Firm’s Proposal.

4. RFQu, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFQu or receipt of Qualifications by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. TAX-EXEMPT STATUS: The County is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.
6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in the proposals may be subject to FOIA requests.
7. INSURANCE: The Firm shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm’s services related to this RFQU and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers’ compensation insurance for claims under Michigan’s Workers’ Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer’s liability insurance, in conjunction with workers’ compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers’ compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm’s employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County’s Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. “It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County’s Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708”; and
2. “It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers.”
8. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Firm shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
9. **COST OF DEVELOPING PROPOSAL:** The Firm shall be responsible for all costs incurred in the development and submission of its Proposal.
10. **QUESTIONS:** All questions about this RFQu must be received by **JULY, 2, 2025, 5:00 p.m.** in writing, via email, to:

Nicole Putt
Purchasing Agent
purchasing@baycountymi.gov

Every attempt to answer your inquiries will be made, however Bay County reserves the right to not answer any questions received after the **JULY, 2, 2025**, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than **JULY 9, 2025**, and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those County employees designated above for appropriate review and response. In addition, the person listed above will issue all valid responses and changes to this RFQu. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Request for Qualifications must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their qualifications. Any information given to a prospective firm concerning the Request for Qualification will be furnished to all prospective firms as an amendment or addendum to the Request for Qualification if such information would be of significance to uninformed firms. The County shall make the sole determination as to the significance to uninformed firms.

11. RESPONSIBILITY: Firms are solely responsible for ensuring their bid is received by Bay County Purchasing in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Purchasing shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of qualification shall be made to Bay County Purchasing, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

12. QUALIFICATION DELIVERY: Qualifications must be returned no later than **JULY 23, 2025 @ 11:00 A.M.** in a sealed envelope clearly marked **“Bay County Community Center Pool Construction Manager/Design Professional. – Please Deliver Immediately to Bay County Purchasing – Immediately.”** Please provide ten (8) printed copies of the submission. The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

13. QUALIFICATION OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the proposals read.
14. QUALIFICATION REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
15. QUALIFICATION AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the proposal to the Firm providing the best value to the County.
16. CONTRACT: The County’s award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a proposal, the firm acknowledges that the contents of the RFQu will become incorporated within any formal agreement. This RFQu does not include every term and provision which shall be included in the formal agreement. In the event that the firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a firm’s suggested terms and conditions may be submitted with firm’s Qualifications, however, neither the County’s acceptance of any proposal nor award of any contract pursuant to this RFQu shall be construed as any definitive acceptance by the County of Firm’s suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as

follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFQu, and last, the Firm's Proposal.

17. **DISPUTES:** In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Nicole Putt, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

ADA ASSISTANCE:

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Nicole Putt, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
purchasing@baycountymi.gov

THIS QUALIFICATION PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE

www.baycounty-mi.gov

Bid Response Cover Sheet

ALL BIDS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE ONE (1) OF THE BID

TO: County of Bay
515 Center Ave, 7th Floor
Bay City, MI 48708

FROM: _____

Company Name

☐ an individual,

☐ a corporation

(Please mark appropriate box),

Duly organized under the laws of the state of: _____

The undersigned, having carefully read and considered the Request for Qualifications (RFQu) for Construction Manager and Design Professional, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached Submission, including, by reference here, the County's RFQu document. Submissions must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

BY: _____
(Signature of authorized representative)

(Please Print Name and Title)

PRINCIPAL OFFICE ADDRESS:

Street Address: _____

City: _____ County: _____
 State _____ Zip Code: _____
 Telephone: _____ Fax: _____
 Email: _____
 TIN #: _____ UEI #: _____

**BAY COUNTY
 PURCHASING DIVISION
 BIDDERS CHECK LIST**

	YES	NO
1. I have read ALL the instructions and specifications.	_____	_____
2. I have read and acknowledge the information contained in the "General Information" section of the Bid.	_____	_____
3. I have filled in ALL the required documentation.	_____	_____
4. I have provided all required information per the guidelines specified within the bid document.	_____	_____
5. I am an officer of the company.	_____	_____
6. I have the authority to obligate my company.	_____	_____
7. I am returning the signed ORIGINAL and specified number of copies required per the bid document.	_____	_____
8. I have organized and labeled the bid per instruction.	_____	_____
9. I have retained a copy of the submission.	_____	_____
10. I have properly labeled the external envelope.	_____	_____
11. If successful, the "Insurance Requirement Certificate" from an insurance company licensed to do business in the State of Michigan will be provided within ten working days after Notification of the award.	_____	_____
12. I have provided the necessary information for the person responsible for follow-up.		

Signature: _____
 Print Name: _____
 Title: _____
 Company Name: _____
 Company Address: _____

Phone Number: _____ Fax Number: _____
E-mail Address: _____
Date: _____

NON-BIDDERS FEEDBACK FORM

Bid #: 2025-03

If you are not submitting a bid for this Bid, please indicate the reason(s) by checking off one or more items below and email this form to purchasing@baycountymi.gov.

- _____ Unable to bid at this time but would like to receive future bid requests.
- _____ Service(s) or material(s) not provided by our firm.
- _____ Service(s) or material(s) we offer do not fully meet all the requirements specified.
- _____ We cannot meet the timetable required.
- _____ Insufficient time allowed for preparation and submission of bid.
- _____ Specifications not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)
- _____ Other: _____

Please remove our name from your bidders list for _____ This commodity group
_____ These item(s) or material(s)
_____ All bids

Signature: _____
Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Email: _____

Phone: _____ Date: _____

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

Date: _____

Safety Qualifications (Section #9)

List your firm's Incidence Rate for injuries and illnesses and numbered lost workdays for the three most recent years.

Year	Incident Rates	Lost Workdays	Cumulative Hours Worked
2022			
2023			
2024			

List your firm's Insurance Experience Modification Factors/Rates for the three most recent years.

Number of Injuries and Illnesses: (From the prior year OSHA 300 Log)

Tell us about the following, and provide a brief example/explanation of each:

	Yes	No
Do you have a written Safety and Health Program?		
Do you have an Orientation Program for new hires?		
Do you have a Hazard Communication Program?		
Do you hold Toolbox safety meetings?		
Do you conduct and document project safety and health audits/inspections?		
In the previous five (5) years has your firm been cited for serious state or federal safety and health violations? (As defined by OSHA and MIOSHA). If yes, please provide a detailed explanation.		

Project Experiences (Section 10)

Required format-Use one for each project.

Please include the largest single project completed by the Contractor.

PROJECT INFORMATION	
Project Name/Location	
Description	
Nature of Firm's Responsibility	
Architect Name and Contact Information	
General Contractor Name and Contact Information	
PROJECT TIMETABLE	
Start Date	
End Date	
Completion Date or Estimated Completion Date	
PROJECT DETAILS	
Size of Project (construction gross square feet)	

Work for which your firm was/is responsible?	
Current Status of Project – has your firm completed its duties?	
PROJECT COST	
Architects Estimated Project Cost	\$
Original Construction Cost	\$
Final Construction Cost	\$
CHANGE ORDERS	
Number of Credit Change Orders	
Dollar Amount of Credit Change Orders	\$
Number of Additive Change Orders	
Dollar Amount of Additive Change Orders	\$
Summary of each Change Order stating reason and identifying originator	
CONTACT INFORMATION – COUNTY	
Contact Name	
Title	
Entity Name	
Address	
Phone	
Email	

DEFINITIONS

Construction Manager (CM)	A contractor who is a party to the contract for construction (and pre-construction), pledged to the COUNTY to perform the work of construction in accordance with the contract documents.
Contractor Representative	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions and who shall supervise and direct construction.
County (COUNTY)	Bay County Michigan Government and its authorized representatives.
County Designated Representative	The COUNTY will designate a representative for this project who will be responsible for the day-to-day, primary contact for the Project Management Team, processing project concerns with the appropriate county authorities as required to provide any direction needed from the COUNTY.
Contact Person	Purchasing staff designated by Bay County to submit any questions and suggestions to.
Design Professional	An individual or firm selected to complete architectural and engineering drawings of the project.
Final Completion	The date of final completion of the work is the date certified by the COUNTY, Architect, Engineers, and the CM when all construction is fully complete, including certification of all punch list items, and when all records documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the COUNTY.
General Conditions	The General Conditions of the Agreement for construction that govern the rights, duties, and obligations of the parties.
Inspector	An authorized representative of the Project Management Team assigned to make all necessary inspections of any or all portions of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
Modifications	Binding changes, addenda, revisions, or the like, to the Work or the agreement documents, including changes to work made by Change Order.
Payment Bond	Means a bond with good and sufficient surety or sureties payable to the government entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the construction contract.

Performance Bond	Means a bond with a good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for the damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
Progress Payment	Certified request for payments from CM, requiring certification of the architect before submittal to the COUNTY.
Project	The project is the total construction of the new Bay County Community Center Pool Facility
Project Manager (PM)	Executive in charge as designated to lead the day-to-day activities
Project Management Team (PMT)	This Team consists of a variety of key professionals, which may include engineers, the contracting officer or other procurement officials.
Proposal	The document submitted by the offeror in response to this RFQu.
Proposer	The entity or individual submitting a proposal in response this RFQu.
Request for Qualifications (RFQu)	A document that is issued by a procurement entity to obtain statements of the qualifications of potential proposers to gauge potential competition in the marketplace, prior to issuing the solicitation.
Responsible Proposer	A supplier with the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.
Responsive Proposer	A bid, proposal, or offer that fully conforms in all material respects to the solicitation and all its requirements, including all form and substance.
Scope of Work (SOW)	All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation, and other things necessary to complete such services in accordance with the Contract.
Subcontractor	An individual, firm, corporation, or any combination thereof having a direct contract with the PM for the performance of a part of the work.
Substantial Completion	The date certified by the Engineer when all or part of the work, identified in the Engineer's certification, is sufficiently completed in accordance with the requirements of the Agreement documents so that the identified portion of the work can be utilized for the purposes for which it is intended.
Toolbox Safety Meeting	Brief, informal safety meeting held before the start of a work shift. This is known by several names: toolbox meetings, tailgate meetings, safety briefings, pre-start safety talks and "take five" talks.
Work	All the services specified, indicated, shown, or contemplated by the Agreement documents and the furnishing by Contractor of all materials, equipment, labor, methods, processes, construction, and other things necessary to complete such services in accordance with the agreement documents and that will ensure a functional and complete facility.