

CMAR for a City-Owned Public Parking Facility with Private Development Partnership, Proposal Request No. **15-0168**

**Request for Proposals for
Construction Manager at Risk for a
City-Owned Public Parking Facility With
Private Development Partnership**

October 9, 2015

City of Sioux Falls, South Dakota

Proposal Request No. 15-0168

Section 1 Advertisement for Proposals

Publish: October 9 and 16, 2015

RFP 15-0168

The City of Sioux Falls, SD (City), requests proposals for a Construction Manager at Risk (CMAR) for a City-Owned Public Parking Facility with Private Development Partnership.

Proposals shall be received by the Engineering Office located on 1st Floor, City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402, not later than 2 p.m., Thursday, October 29, 2015. The proposals will be opened at 2:15 p.m.

The Request for Proposals for CMAR services for the City administration office building is available on the City's website at www.siouxfalls.org/business.

The City reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the City.

Section 2 Selection Schedule

October 9, 2015:	RFP document posted on City's website.
October 16, 2015:	Deadline for Proposers questions for the RFP.
October 21, 2015:	City responses to Proposer's questions posted on City's website.
October 29, 2015:	Proposals received at City Hall no later than 2 p.m.
November 2–6, 2015:	Anticipated selection of firms for interviews.
November 9–13, 2015:	Anticipated dates of interviews.
December 2015:	Anticipated limited notice to proceed (subject to City Council's approval).

Section 3 Introduction

The City is seeking a Construction Manager at Risk ("CMAR") to provide preconstruction and construction services for the construction of a City-owned public parking facility with a Private Development Partnership. These services will be coordinated with the selected architectural and engineering ("A/E") firm.

Section 4 Project Overview

The City commissioned a study of downtown parking requirements that indicated a need for an additional 500 parking spaces in the coming years. The City owns a parcel located at 10th Street and Mall Avenue, which currently contains 150 surface parking spaces. The City desired to maximize the potential of the site so they issued a RFP in early 2015 seeking private development concepts to complement the planned parking structure. The selected developer proposed a mixed use project that would contain retail, rental housing, and a hotel (the “Project”).

The Project is moving through the development phase with the following commitments:

1. The City’s to own and fund an approximately 600-car parking ramp on the City-owned parcel. The City will also fund the site preparation costs including relocation of utilities as needed.
2. Bender Midwest Development (Bender) to own and fund a 50-plus-unit market rate apartment building to be built on top of a portion of the parking ramp.
3. U. S. Hotel and Resort Management (U.S. Hotel) and affiliates to own and fund approximately 17,000 square feet street level retail within the parking ramp structure.
4. U. S. Hotel to own and fund an approximately 85-room luxury hotel to be built on top of a portion of the parking ramp.
5. The private developers to jointly own and fund a shared outdoor plaza to be built on top of a portion of the parking ramp.

The City, Bender, and U. S. Hotel (the “Ownership Group”) have arranged financing for the construction and long-term ownership of their respective portions of the development.

Section 5 Project Delivery System

The Ownership Group intends to enter into an open book Cost of the Work plus a fixed fee and fixed portions of the general conditions with Guaranteed Maximum Price (GMP) contractual arrangement with the selected CMAR for the construction work required, but will retain the option to select a different CMAR after the completion of the preconstruction services or utilize a different selection and/or bidding process if deemed to be in the Ownership Group’s best interest.

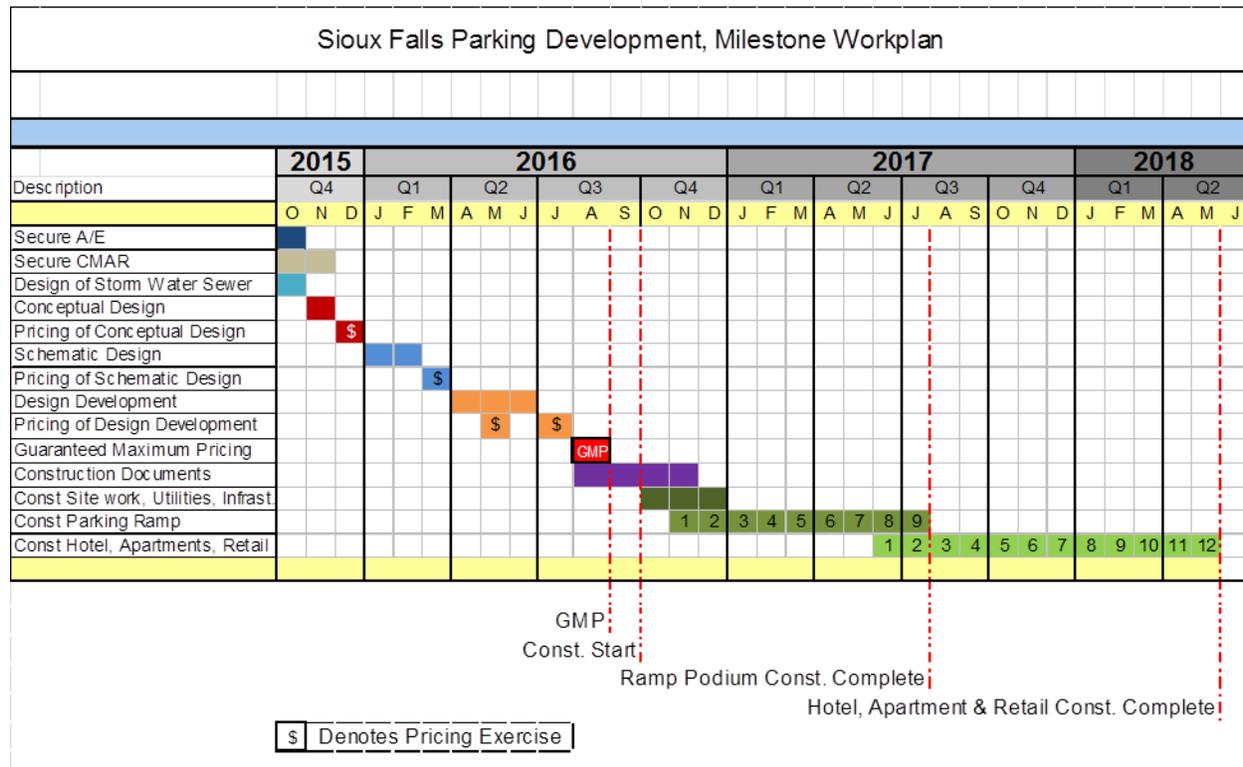
Section 6 Project Budget

The current conceptual Project estimate is \$30–40 million. The Ownership Group, the A/E firm, and the CMAR team (collectively the “Project Team”) will work collaboratively

CMAR for a City-Owned Public Parking Facility with Private Development Partnership, Proposal Request No. **15-0168**

to establish the Project Budget (the “Project Budget”). Delivering the completed Project within the Project Budget, once established, is a high priority.

Section 7 Preliminary Project Schedule



Section 8 CMAR Scope of Work

The following summary is intended to provide a general understanding of the Ownership Group’s expectations and is not all inclusive.

1. Preconstruction Services and Activities:

The Preconstruction Services of the CMAR will begin with preparing cost estimates of the concept design and the schematic design prepared by the A/E firm. Pending funding authorization by the City Council, the Project will proceed to design development and the establishment of the GMP. The CMAR will be expected to actively participate in all design meetings, tours of comparable buildings, constructability reviews, and periodically provide cost estimation during the design process. The CMAR will develop a GMP likely after the A/E firm completes Design Development (“DD”) documents in early 2016. Preconstruction phase considered to extend from point of CMAR engagement through execution of the GMP amendment.

More specifically, the CMAR shall provide the following preconstruction services and activities:

- a. Project Meetings. Attend and participate in Project meetings approximately weekly. Meeting minutes will be provided by the A/E firm.
- b. Initial Project Analysis of Conceptual Design. Review and consult with the Project Team regarding selection of Project materials, building systems, and equipment; and assist Project Team with an analysis of the Project site and related A/E plans, including input regarding constructability and feasibility of proposed conceptual design and schedule, site investigation recommendations, phasing, and sequencing of construction.
- c. Cost Estimating. Provide ongoing cost estimating support to the Project Team throughout the design process.
 - (1) Prepare and refine cost estimates periodically throughout the design process and make recommendations for revisions necessary to keep each component of the Project in budget.
 - (2) Prepare formal cost estimates at the conclusion of Concept Design, Schematic Design ("SD") and 60 percent DD and 100 percent DD for each component of the Project. Estimates to note assumptions made to prepare the estimate including clear definition of qualifications, allowances, contingency, and escalation factors.
 - (3) CMAR to notify the A/E firm and the Ownership Group of potential cost issues during the development of the drawings and specifications that may have an impact on the cost of the work.
 - (3) Work collaboratively with the Ownership Group and the A/E firm to develop alternatives to keep the Project estimates within the Project Budget.
- d. Construction Planning, Scheduling, and Long Lead Analysis. CMAR to work with the Ownership Group and the A/E firm to develop a schedule for design activities to facilitate the owner's schedule.
 - (1) During the Schematic Design phase, the CMAR will further develop the Project master schedule including integration of A/E firm's design activities, municipal/governmental approvals, preconstruction activities, procurement, construction activities, work performed by other parties and construction activities such as staging, delivery of materials, etc.
 - (2) Further evaluate all systems, components, and materials for constructability, economy, long-term performance for intended use and schedule impacts, and provide recommendations for preferred options consistent with cost and schedule goals.

- (3) CMAR to identify long lead items requiring early bid packages and recommend issue dates to meet required Project schedule.
 - (4) CMAR will make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by CMAR, its subcontractors, and material suppliers.
- e. Cash Flow Planning. Provide construction cost cash flow projections.
- f. Subcontractor Engagement. The CMAR shall engage mechanical and electrical subcontractors to provide preconstruction support services during the design phases in addition to the CMAR providing such services. If the Project does not proceed, these subcontractors shall not be entitled to compensation beyond fees paid by the CMAR during the preconstruction phase.
- g. Value Engineering/Constructability/Cost Reviews. Provide ongoing value engineering and constructability reviews, including input regarding means and methods. Conduct a complete constructability and coordination review of the GMP package prior to finalizing the GMP.
- h. LEED Certification. The Ownership Group will consider LEED certification for the Project.
 - (1) Coordinate with the A/E to develop efficiency strategies and analyze the benefits of achieving LEED certification.
 - (2) Provide effective support and participation as required to achieve this goal.
 - (3) Work cooperatively with the Project Team to develop and implement a work plan for meeting the Project's LEED certification goals.
- i. Municipal Processes and Community Communications. Provide ongoing support to Project Team for (1) processes such as planning/permitting reviews, etc., and (2) communication and outreach efforts for community groups. CMAR will attend public meetings and hearings concerning the development and schedule of the Project as requested.
- j. Guaranteed Maximum Price ("GMP"). Provide a proposed GMP at such time as the Ownership Group and CMAR determine that the drawings and specifications are sufficiently complete (likely after design development documents are complete). The GMP proposal will include pricing of alternates as defined by the A/E firm, which will equal approximately 5 percent of the GMP. In addition, the GMP proposal will include (1) a list of allowances; (2) a list of contingencies, including the CMAR's proposed contingency; (3) a list of the assumptions and clarifications made by CMAR in the preparation of the GMP proposal; and (4) the proposed schedule for completion of the Project. The Ownership Group reserves the right to require that CMAR provide a single GMP proposal for the entire Project or separate GMP proposals for each ownership component of the overall Project. CMAR agrees that in the event the Ownership Group requires separate GMP proposals and separate

contracts for each ownership component of the Project, each owner shall have the right to accept or reject the CMAR's proposed subcontractors on the Project.

- k. Cost Allocation. Provide cost allocation for the various Project components as required by the Ownership Group.
- l. Tax Exempt Purchasing. If applicable, manage bidding and subcontracts as required to segregate tax exempt purchasing of building materials and equipment.
- m. Permits. CMAR acknowledges that the Project will be comprised of multiple owners, each of which will own a portion of the overall Project. As part of its services, CMAR will consult with the Ownership Group and the A/E firm regarding the permits and governmental approvals that will be necessary for the construction and continued operation of the Project ("Permits"), including any necessary Permits that may be required as a result of the multiple ownership interests in the Project. CMAR will work with the A/E firm to develop a list of all Permits and will assist the Ownership Group in obtaining the Permits.

After the GMP amendment is approved by the City Council, and each entity within the Ownership Group approves their respective GMP amendments, the CMAR may proceed with the following:

2. Construction Phase Services:

The selected CMAR shall incorporate the following elements into construction phase activities, along with all typical tasks associated with managing a Project of this scope and scale:

- a. Weekly Meetings. Conduct weekly job site meetings that include appropriate subcontractors, City representatives, and the A/E firm's representative to review open issues, schedule work, and resolve pending or upcoming issues. CMAR to prepare a written agenda in advance of each meeting. CMAR to maintain a list of action items with identification of responsible party and due dates for each item. CMAR to distribute written meeting minutes and action item lists within 48 hours of each meeting.
- b. Monthly Progress Billings and Status Report. Prepare a monthly report with each progress billing that details a project work status report, buy-out status, pending issues, contingency status, schedule status and project progress commentary with applicable job-site photos.
- c. Procurement. CMAR to manage the bidding process, evaluate proposals, and interview subcontractors (along with the A/E firm and the Ownership Group). Project Team to utilize, by mutual agreement, any of the following methods for awarding contracts to subcontractors for portions of the work: competitive bid, best value, and negotiated terms. For those subcontracts to be awarded on a competitive bid or best-value basis, CMAR to obtain a minimum of three (3) competitive bids for each sub trade category unless otherwise authorized by the Ownership Group. The CMAR shall interview at a minimum two (2) bidders per

bid package with the Project Team. CMAR to provide a written award recommendation to the Ownership Group.

- (1) Subcontractor Selection Strategy/Bidders List. Develop a strategy with the Project Team for selecting subcontractors/providers for all work reflected in Project documents. Unless authorized by the Ownership Group, the CMAR to obtain a minimum of three subcontractor bids for each trade.
 - (2) Self-Performed Work Proposals. For work that the CMAR proposes to self-perform, the CMAR will be required to submit its qualifications for the self-perform work. If the Ownership Group is satisfied with CMAR's qualifications, CMAR will submit a sealed bid to the Ownership Group and secure competitive bids from qualified subcontractors. Ownership Group will participate in opening and evaluating bids.
- d. Cost Management. Provide on-going cost management throughout the completion of the construction documents and the construction process:
- (1) Provide construction contingency and Project Budget updates at 45 percent and at 90 percent construction documents ("CD"). During subcontractor buyout, Construction Manager ("CM") to track and log bid savings and bid losses on a construction contingency log. Log to be reviewed with the Ownership Group no less than biweekly. Trade subcontracts and CMAR's records of line item contingencies to be open book and upon request be shared with the Ownership Group throughout the Project.
 - (2) CMAR to inform the Ownership group of pending cost issues and potential change orders within five (5) business days of identifying potential issues. Implement and maintain a current log of pending cost issues impacting the final cost of the Project and review no less than biweekly with the Ownership Group.
 - (3) Implement effective cost management control and potential alternatives to provide the Ownership Group with the opportunity to make such decisions as required to keep the Project cost within the Project Budget.
 - (4) Provide drawdown and cash flow projections for the Project during construction and update as necessary. CMAR should anticipate multiple bid packages from the A/E firm. CMAR to develop a strategy for issuing bid packages to facilitate an efficient construction schedule. The purpose is to utilize this bidding package strategy to gain the most advantageous issuing of documents and to minimize construction duration while allowing the bid packages to be completed efficiently.
- e. Final Pre-Bid Review. Complete a final quality/coordination/constructability review of the Construction Documents prior to issuing plans and specifications to bidders.

- f. Schedule Management. Provide on-going schedule management throughout the construction process.
 - (1) CMAR to prepare and manage a logic-based critical path Project schedule indicating key milestone events, dates, and responsibilities. Project schedule to include design efforts, preconstruction activities, procurement, and construction activities. CMAR to provide regular monitoring of the actual progress versus the scheduled progress, identify any variances, and prepare a written action plan along with an updated schedule to maintain the scheduled completion dates.
 - (2) CMAR to determine the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule and report to the Project Team no less than weekly.
 - (3) Prepare a three-week look-ahead schedule on a weekly basis to coordinate construction activities and to facilitate interface between Ownership Group's separate contractors and suppliers, if any, and CMAR managed construction activities.
- g. Comply with Lender and City Requirements. Administer any special contracting, reporting and/or payment requirements relative to Ownership Group's use of various financing sources, including but not limited to publicly funded environmental cleanup grants.
- h. Quality Control. Complete construction of the work in strict accordance with the quality requirements established by the contract documents.
 - (1) All testing and independent inspection services required will be secured and paid for by the Ownership Group. CMAR to cooperate and coordinate with testing and inspection service agencies. CMAR will be responsible for the cost of additional testing due to failed tests.
 - (2) CMAR to develop an initial punch list for subcontractors prior to formal punch list issued by the A/E firm. CMAR to ensure completion of initial punch list prior to the A/E firm's punch list walk through.
 - (3) Work cooperatively with the Project Team to develop and implement an effective commissioning plan.
 - (4) CMAR to complete a review of each bid package regarding quality, coordination, and constructability prior to issuing bid documents to subcontractors.
- i. Safety Plan. CMAR to implement a formal Project safety plan.

- j. As-Built Records. Maintain a record of as-built conditions throughout construction which includes all field revisions. Submit as-built documents, operating and maintenance manuals and warranties to the Ownership Group at Project completion.
- k. Project Closeout. Provide timely submission of operation/maintenance manuals, completed punch lists, coordination of training, submission of as-built field documents, and financial close out of the Project. CMAR to actively support and participate in commissioning activities. Provide on-site operational training for all major building systems and videotape training sessions.

Section 9 Owner/CMAR

The City intends to enter into the AIA Document A133-2009, Standard Form of Agreement between Owner and Construction Manager as Constructor, as amended, with the successful firm. AIA Document A201–2007 General Conditions of the Contract for Construction, as amended, with added supplementary conditions will also govern the parties and both documents will form the basis of the Agreement between the Owner and CMAR (hereinafter “Owner/Construction Manager Agreement”).

The Ownership Group reserves their rights to create three separate parallel Owner/Construction Management agreements for portions of the work as the Ownership Group deems necessary to accommodate financing or other needs.

This RFP will be superseded by the Owner/Construction Manager Agreement and its related contract documents.

Contract Provisions – The following is an abbreviated summary of a portion of the Ownership Group’s proposed contract provisions. The following list is not intended to be exhaustive. The Ownership Group reserves the right to modify the proposed provisions listed below.

- a. During the Pre-Construction phase, the Ownership Group shall have right to cancel the agreement at any time and for any reason upon fifteen- (15-) day notice, with cost obligation to the Ownership Group limited to cost incurred by CM to up to the date of termination, and in no event shall the cost obligation exceed the Pre-Construction Fee.
- b. 100 percent of all Project cost savings, including unused contingency, shall accrue to the Ownership Group.
- c. Construction contingency use will require approval by the Ownership Group.
- d. Once GMP is established, CM fee and reimbursement for personnel shall not change unless change orders exceed 5 percent of GMP. CM fee for change orders above 105 percent of GMP will be paid at the same percentage rate as the rate in the original GMP.

- e. Once the Project completion date is established, the Ownership Group may impose liquated damages on the CMAR if the Project is not complete by the established completion date. Such damages will not exceed \$2,000 per day.
- f. The Ownership Group will be entitled to withhold ten percent from each application for payment as retainage. Retainage will be released upon substantial completion of the Project (or applicable portion thereof), except that the Ownership Group will be entitled to withhold 200 percent of the estimated value of the punch list. The punch list retainage will be released upon completion of the punch list.
- g. CMAR will have the responsibility to coordinate and integrate its work on the Project with the work of the Ownership Group's separate contractors and consultants. CMAR will ensure that its work on the Project supports and otherwise accommodates the work being performed by others on the Project.
- h. CMAR will be required to comply with the Ownership Group's detailed insurance requirements, which will be set forth in the Owner/CMAR Agreement.

Final terms of the Owner/CMAR Agreement to be negotiated during the contract negotiation phase.

Section 10 Submittal Requirements

Submit (1) original copy and (6) paper copies and an electronic PDF version of the proposal. The proposals should be in an 8 1/2-inch by 11-inch bound package. 11-inch by 17-inch size sheets folded into 8 1/2-inch by 11-inch size within the package are acceptable. The proposal should be limited to 25 pages (one-sided) including pictures with a font size no smaller than 11 point.

The submittal must contain the following information:

1. **Cover Letter:** Provide name and address of the firm(s) and Project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the Project scope and services being required. Provide a statement indicating your ability to provide timely services for the Project and to meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP including the referenced Owner/CM Agreement documents. Provide a one-page summary of the benefits you believe the Owner would receive from selecting your firm.

The cover letter must be signed by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the Project Team.

2. Project Team:

- a. Include an organizational chart showing your proposed staff for both the preconstruction and construction phases of the Project. Specifically identify project executive, project manager, and on-site day-to-day project superintendent for the construction phase, the availability of each person during the term of the project, and their history of working together on previous projects. Indicate experience of key team members working together on past similar projects.
- b. Provide résumés or a listing of information for each person included in your proposed project team. State the educational background of each individual, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar sizes and types, specific qualifications applicable to this project, and current work assignments and availability for this project.
- c. List other assignments your project manager will be handling during the period of assignment to the Project.
- d. For the project manager, superintendent, and other “key” staff members proposed, provide client references from three of their most recent projects and three architect/engineer references (contact person and telephone number).

3. Project Approach and Management Capabilities: Provide a description of your project approach and management capabilities as it relates to the following areas:

- a. Working relationships. Commitment to building positive team working relationships.
- b. Preconstruction services. Describe your firm’s approach to preconstruction services. Provide an estimate of the number of total anticipated hours for the assigned personnel prior to the City’s acceptance of the GMP.
- c. Cost management. Describe the level of detail included in your cost estimates as various phases of design. Describe three examples that demonstrate your firm’s creativity in value analysis/engineering and constructability reviews.
- d. Building Information Modeling (BIM). Describe the extent your firm anticipates utilizing BIM.
- e. Change management. Describe your change management process and reporting during construction.

- f. Project schedule. Submit a preliminary overall Project schedule for the key activities from the date of the notice to proceed through project construction.
 - g. Provide examples of your firm's ability to manage fast-track schedules with examples of quality control procedures, staffing, and reporting.
 - h. Safety. Provide your firm's approach to managing safety on construction projects. Also include an overview of your company's recent safety record and your company's experience modification rate (EMR) for the last three (3) years.
 - i. Quality control. Provide your firm's approach to quality control.
4. **Relevant Project Experience:** Describe at least two (2), similar projects in size and scope constructed within the past ten (10) years. Provide information on each project to allow the Technical Review Committee to adequately evaluate project performance. Indicate for each project the following minimum information:
- a. Name of project, location, and construction date.
 - b. Name of project manager and superintendent responsible for project.
 - c. Construction cost.
 - d. Type of service and contractual relationship (general contractor, design build, CMAR, etc.). Identify point in the design and/or construction process a construction contract was executed.
 - e. Preconstruction services provided.
 - f. Indicate the extent of commissioning, if any.
 - g. Client and architect contact information. Include phone number and email address.

Proposers may provide preprinted brochures or other literature you feel will be helpful in understanding your firm's unique capabilities and experience. Do not include this material in the body of your proposal.

5. **Statement of Financial Strength/Stability and Insurance Coverage:** Provide the following information about your firm:
- a. Name and contact of your firm's surety and description of bonding capacity available. Additionally, provide a statement from a surety company authorized to do business in South Dakota indicating the firm(s) ability to obtain a performance and payment bond in the amount of not less than 100 percent of the cost of the project.
 - b. Name of firm's insurance carriers and a description of insurance coverage.

c. Name and contact information for firm's primary financial institution.

6. **Special Resources:** A description of special resources or capabilities your firm could employ on the project, which would enhance the value your firm would bring to the project.

Describe what steps your firm has taken during recent years to be innovative and progressive in the development of your firm and state how these activities serve your clients.

7. **Acknowledgement and Certification Statements:**

- a. Certify that your Response to RFP will remain in effect for 90 days.
- b. Certify that all representations stated in the Response to RFP are true and accurate.
- c. Acknowledge that all materials submitted in the Response to RFP will become property of the City.
- d. Acknowledge that all costs associated with preparation of the Response to RFP will be the responsibility of the proposing CMAR.

CMAR's fee and General Conditions Worksheet and Questionnaire shall be delivered in a separate sealed envelope labeled with your firm's name along with the proposal.

Section 11 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to Scott Rust, Purchasing Manager at the City of Sioux Falls, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402. Email questions related to this RFP no later than 5 p.m. on the date indicated in Section 2 of this RFP to Scott Rust at srust@siouxfalls.org at the City of Sioux Falls.

Responses to questions will be issued to all firms. Short-listed firms will be interviewed on the dates indicated in Section 2 of this RFP. Order of interviews will be in alphabetical order by firm name. The Technical Review Committee shall invite at least two, but no more than four, CMAR firms deemed most qualified for interviews. If deemed necessary, addenda to the RFP will be issued and posted on the City's website at www.siouxfalls.org/business. No addenda will be issued after 5 p.m. on the date indicated in Section 2 of this RFP.

Responding firms are prohibited from communicating in any other manner about this project with any other City employee or elected official or any member of the A/E's firm. Other means of communications or contact may disqualify the submitting firm.

Section 12 Review of Proposals and Selection of Finalists for Interviews

To be considered for the short list selection, the firm must demonstrate the ability to provide a performance and payment bond in the amount of the GMP as described in Section 10.5.a.

The Technical Review Committee will be made up of representatives of the Ownership Group. Each party of the Ownership Group will have an equal vote(s) during interviews and selection. Upon receipt of the proposals, the Technical Review Committee will determine a short list of no more than four firms whose proposals are deemed most qualified based on the following criteria:

1. Firm background and applicable experience (30 percent).
2. Project approach and management capabilities (70 percent).

The short list of those firms deemed most qualified will be invited to participate in an interview. The City reserves the right to reject any or all proposals and issue subsequent Requests for Proposals.

Section 13 Interviews

The order of interviews will be in alphabetical order. The interview will consist of up to a 30-minute presentation by the CMAR, a 25-minute question-and-answer session, and a five-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the Project should participate in the interview.

Interviewed firms will be requested to provide detailed information on their fee and general conditions. The requested information will be required to be submitted two days prior to the scheduled interview time.

Section 14 Selection Criteria

The Technical Review Committee will rely on the qualitative information contained and presented in the proposals, interviews, and reference checks in making the decision to select the most qualified firm to provide services for this Project. Selection criteria will be based on:

1. Experience, qualifications, and availability of proposed team leaders (45 percent).
2. Broader team structure (5 percent).
3. History of project team working together on similar projects (5 percent).

4. Technical work process (10 percent).
5. Proposal, interview, and response (10 percent).
6. General Conditions and fixed fee (25 percent).

Upon completion of the interviews, the firms will be ranked. Unless all proposals are rejected, the City will commence negotiations of a fee for services with the highest ranking firm. If an agreement for services cannot be reached with the highest ranked firm, the City will move to the second ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. Upon successful negotiations with a firm, the City may enter into a contract with the selected firm. The City reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed firms.

Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal and by simultaneously notifying in writing the other construction managers that their proposals were not accepted.

Section 15 Registry of Proposals

Excluding proprietary information, the proposal and the professional service contract of the CMAR awarded the contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for a Professional Service Contract," which shall contain the names of firms who submitted a proposal and the name of the firm who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

CMAR Worksheet and Questionnaire

CMAR Fee	
Preconstruction Lump Sum Fee (management staff time, overhead, and profit beginning at the time of contract award and ending at the execution of the GMP amendment).	\$
Percent of lump sum through schematic design	%
Percent of lump sum through GMP	%
Percentage of Cost of the Work (Beginning at GMP through Project completion. The percentage will be converted to fixed fee at time of GMP).	%
Please define what is included in your CMAR fee vs. Cost of Work.	

Not-to-exceed CMAR management staff general conditions.

Management Staff General Conditions:

Based on the schedule outlined in this RFP, provide a not-to-exceed price for staff-related general conditions beginning at the time of the GMP through Project completion. Price to include home office staff and on-site management including all necessary staff general conditions such as benefits, bonuses, vacation time, personal time off, cell phone, mileage, per diem, relocation, etc. Price to include office trailer including copiers, furniture, computers, phones, radios, office supplies, etc. Please provide detailed buildup of your price quote.

Do NOT include Project general conditions such a utilities, dumpsters, temporary toilets, safety equipment, hoisting, snow removal, periodic and final clean, etc., as they are intended to be reimbursed at actual cost without profit markup.

Reimbursable General Conditions Costs

Full insurance package expressed in dollars per \$1,000 of construction costs. (Include type and limits of coverage.)

	\$
	%

Performance bond.

Please include 2016 equipment rental rate schedule.

Provide the following:

1. Bonding Information
 - a. Bonding rate
 - b. Total bonding line
 - c. Bonding line available
 - d. Surety provider
 - e. Surety agent (reference contact)
2. Confirmation that your firm will have General Condition’s percent mark-up on change orders using the General Conditions percent at time of GMP.
3. Willingness to forgo CMAR fee on change orders within 5 percent of GMP.
4. Labor-burden rate for general conditions field labor (straight time and overtime).
5. Small tools: percent of field labor.
6. Equipment rental rate structure (owned and third-party rentals). Willingness to cap rental costs at no more than purchase price. Willingness to discount from AED rates.

7. Confirmation that your firm will have an open bid/open book policy with the Ownership Group on all aspects of the Project including providing subcontractor buy out costs vs. line item estimates carried in the GMP.
8. Acknowledgement that your firm is willing to return buy out savings, reduce construction contingency incrementally during construction rather than at end of the Project.
9. Recommended Contractor Contingency by Design Phase (percent of construction cost).
10. Recommended inflation factor to be included within GMP.
11. Recommended Owner Contingency (percent of construction cost) at time of GMP.

Section 16 Standard Proposal Information

1. Authorized Signature:

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

2. City Not Responsible for Preparation Costs:

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

3. Conflict of Interest:

CM must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed anyone belonging to the Ownership Group). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

4. Offeror's Certification:

By signature on the proposal, the CM certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.

- A condition that the proposal submitted was independently arrived at, without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any CM fails to comply with the provisions stated in this section, the City reserves the right to reject the proposal, terminate the contract, or consider the Contractor in default.

5. Amendments to Proposals and Withdrawals of Proposals:

CM may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the City's request. After the deadline, CMs may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The Procurement Manager may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the CM's proposal guaranty or other type of proposal security, if one was required.

6. Joint Ventures:

Joint ventures are acceptable. If submitting a proposal as a joint venture, the CM must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment. Joint ventures submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the joint venture.

7. Right of Rejection:

The City reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended firms will be rejected. The Purchasing Division may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Purchasing Division may waive minor informalities that:

- Do not affect responsiveness.
- Are merely a matter of form or format.
- Do not change the relative standing or otherwise prejudice other offers.
- Do not change the meaning or scope of the RFP.
- Are insignificant, negligible, or immaterial in nature.

- Do not reflect a material change in the work.
- Do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

End of Document.