



REQUEST FOR PROPOSALS TITLE PAGE
Include this Page as the First Page in the Proposal Response

City of Lynchburg, Virginia
Procurement Division

Proposal Title: Construction Management Services for Lynchburg’s Central Business District Utility and Streetscape Improvements

This is the City of Lynchburg's Request for Proposals (RFP) No. 16-008, issued June 19, 2015. Direct inquires for information should be directed to Stephanie Suter: e-mail: stephanie.suter@lynchburgva.gov; Phone: 434-455-3963; Fax: 434-845-0711. All requests for clarification of or questions regarding this RFP must be made in writing and received by 2:00 p.m., July 15, 2015. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

An optional Pre-proposal Conference will be held on **July 1, 2015 at 10:00 AM** in City Hall, Second Floor Training Room, 900 Church Street, Lynchburg, Virginia, 24504.

Sealed proposals will be publicly accepted prior to **4:00 p.m., July 22, 2015**; however, only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal time stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City’s Procurement website: <http://www.lynchburgva.gov/current-solicitations>.

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____

See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: (____) _____

_____ e-mail address: _____

Signature: _____

Typed or Printed Name, Title

City Procurement Manager’s Signature

REQUEST FOR PROPOSALS

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A. PURPOSE

This Request for Proposals (RFP) for the Central Business District Utility and Streetscape Improvements (“Project”) is issued by the City of Lynchburg’s Procurement Division on behalf of the City of Lynchburg, a political subdivision of the Commonwealth of Virginia, herein after referred to as “Owner”. For ease of reference, each organization submitting a response to the RFP will hereinafter be referred to as an “Offeror”. An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as “Contractor” or “CM”.

The Owner has determined that for this Project, construction management services are more advantageous than a competitive sealed bid construction project. Therefore, the Owner seeks to retain the services of a Construction Management firm (CM) to perform services during the pre-construction and construction of the Project. This RFP sets forth the instructions for preparation and submission of proposals as well as the evaluation and award process.

This RFP, with any negotiated amendments, describes the scope and nature of the services the CM shall provide. It is the intent of the Owner to negotiate a construction management at risk contract. The selected CM shall join a team of three, consisting of the CM, the Owner and its project manager (“Owner”), and the engineering firm, Whitman, Requardt and Associates (“A/E”). The selected CM will provide preconstruction services such as value analysis, cost estimating and constructability analyses, and project scheduling. The selected CM may also provide construction period services contingent upon the CM proposing a Guaranteed Maximum Price (GMP) agreeable to the Owner. The CM shall procure, contract directly for, and administer all subcontracts and oversee the construction of the project.

The contents of the proposal submitted by the successful Offeror(s), this RFP (including general and special terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful firm will be required to sign a contract with the Owner.

B. BACKGROUND

B.1. PROJECT DESCRIPTION

The Owner has undertaken a project to improve its historic Central Business District Utility and Streetscape. The Project consists of the replacement of utilities and reconstruction of the streets and sidewalks for approximately 50 street segments one block in length in the downtown area of Lynchburg Virginia between Commerce and Court streets and from 5th to 13th streets.

The successful team will need to document their ability to successfully construct projects on time and within the guaranteed maximum price in urban environments where unknown underground issues are the norm not the exception. There possibly exist old utilities, rail lines, brick and cobble streets as well as a host of other potential issues that must be dealt with during the successful completion of this project.

The successful contractor will demonstrate the ability to maintain access and utility service to businesses and residents while the project is under construction, and be in control of the project schedule so as to provide adequate notice to users of those outages or closures.

The first phase will cover between 6 and 8 of these segments beginning from 5th street running down Church to 8th Street and down 8th to Main St. then back to 5th street, including the block of 7th street from Church to Main.

Successful completion of Phase I by the CM may lead to negotiations for the next phase of the project. Following, the same will hold true for subsequent phases, such that the selected CM could be utilized for the entire project.

The CM will be tasked to work with the A/E to develop the designs to a point where a Guaranteed Maximum Price (GMP) can be established for the construction phase(s).

The Owner's Projected Construction Budget ("Budget") for Phase I is \$8,000,000.00. This budget is inclusive of additive bid items, a general conditions allowance, CM fees, and the GMP(s) Contingency.

B.2. GOALS

The provisions of this section set out the goals of the Owner and do not impose obligations, duties or responsibilities upon the CM in addition to, or independent of, those set out in the other provisions of the RFP. The CM shall exercise its best professional judgment and perform the services in a manner that shall conform to the accomplishment of these Project goals:

- Complete the improvements on time and within budget producing a high quality facility that is pedestrian and business friendly and maximizes on-street parking, while encouraging economic development.
- Involve all stakeholders in finalizing the completion of the plans and specifications for the Central Business District Utility and Streetscape Improvements.
- Maintain pedestrian access to existing properties during all phases of construction.
- Work with the City Communications and Marketing Department and A/E to keep the community apprised of the ongoing status of the work as well as accommodate the reasonable needs of the community.

C. STATEMENT OF NEEDS

C.1. GENERAL CONSTRUCTION MANAGEMENT SERVICES

C.1.1. Budget and Cost Control

The Owner has overall responsibility for monitoring the entire Project budget, and the City's project manager has overall onsite responsibilities for project oversight with authority given by the Owner.

The CM shall provide all required support for the Owner in monitoring the Budget by maintaining Budget records and reporting on the status of the Budget in the CM's monthly progress reports (see Section C.1.3.). The Owner will approve the specific content and format for Budget reporting for each phase of the Project. The CM shall

monitor the status of the Budget continuously, advising the Owner of all shortfalls or potential shortfalls.

During Construction Phase Services, the CM shall develop and maintain an effective system of Project cost control. The CM shall refine and update the approved Guaranteed Maximum Price ("GMP") (see Section C.2.4.), incorporate changes approved by the Owner as they occur, and develop reports and forecasts as mutually agreed with the Owner. The CM shall identify variances between actual and estimated costs and advise the Owner whenever projected costs exceed allowances or estimates. The CM shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, and/or other basis as agreed with the Owner.

C.1.2. Master Project Schedule

Within 30 days after the Owner issues the Notice of Intent to Award the Contract, the CM shall submit to the Owner a procedure to plan for and report on the status of the Project. The procedure shall include computer-generated milestones and an initial Master Project Schedule ("MPS"). The format for the MPS shall be similar to a Critical Path Method ("CPM") schedule. The MPS shall be updated throughout the project to identify activities necessary to accomplish the Project, including start and finish times for each activity. The CM shall update the MPS at least monthly, and submit it to the Owner not later than the 5th working day of each month. The updated schedule must be submitted with each monthly payment request. The CM shall coordinate and integrate the CM, the Owner, and A/E responsibilities in the MPS and highlight critical and long lead time items. Long lead time items are defined as items that shall need any lead time in excess of three months and/or any lead time that may affect the orderly and timely completion of the Project.

The A/E shall prepare a schedule for completing plans and specifications ("P&S") for the Project and submit it to the Owner and CM. The CM shall review and make recommendations within one week to the Owner for acceptance or rejection of the A/E's schedule. The schedule for completing the P&S shall include all major A/E milestone activities. Once approved by the Owner, the CM shall incorporate the A/E's schedule for completing the P&S into the MPS. The MPS shall identify, coordinate, and integrate activities of the Owner, A/E, CM, consultants, subcontractors, and any other participants in the execution of the Project and show relationships between activities. The CM shall add additional activities or elaborate on original activities to ensure that progress can logically continue as planned.

The CM shall develop a proposed Project construction schedule, with the assistance of the Owner and the A/E. The schedule shall include the appropriate construction periods for the multiple subcontractors. The CM shall include phasing considerations, subcontractor and phase coordination, ordering and delivery of products requiring long lead times, testing, inspection, and the occupancy requirements of the Owner. The CM shall establish milestone activities for each subcontractor, including times for the start and completion, and include these in the subcontracts as performance requirements. The CM shall provide a current Project construction schedule for each set of procurement documents.

All MPS activities shall be coded to allow for sorting by phase, trade and building location. The schedule shall include, but not be limited to, the following activities as they apply to this project:

- a. Submittal and approval of required product information, shop and coordination drawings, samples and other required submittals
- b. Ordering, fabrication and delivery of major materials and equipment
- c. Pre-installation meetings
- d. Construction tasks
- e. Milestone start/completion dates for Owner activities that are NIC.
- f. Submittal and approval of Operating and Maintenance ("O&M") Manuals
- g. Clean up, punch list development, and correction of list items
- h. Interim progress, Substantial Completion and Final Completion inspections
- i. Inspection and approval by all authorities having jurisdiction and by utility service providers

C.1.3. Reporting

The CM shall maintain frequent contact by telephone, site visits, and meetings, with all parties involved with the Project.

During the Pre-Construction Phase Services, the CM shall consolidate all P&S review comments, and the A/E responses to each, into a single document review report. The CM shall submit five copies to the Owner.

Within ten (10) days of issuance of the Construction Phase Services Notice to Proceed, the CM shall submit a proposed report format to the Owner for approval.

The monthly report by the CM is to include the following items:

- a. Project Status
Project status to date, inclusive of information on the subcontractors, and the percentage of completion, for the Project.
- b. Project Schedule
Revised MPS, showing the critical path and coordinating with A/E, subcontractors and/or suppliers to maintain schedule.
- c. Cost Status
Financial status of the Project, including all cost control items. The monthly report shall include construction costs and related administrative costs in a format that details actual obligations and projected obligations against available funds. The cost status report shall include the CM's contingency in a format that details actual obligations, projected obligations, available funds, and estimated contingency upon Project completion.
- d. Change Orders
Change order status inclusive of potential, pending, approved, and rejected/voided change orders, and noting those are time sensitive.

- e. Submittals
Summary status of submittals, including but not limited to shop drawings.
- f. Quality Control/Inspections
Log of inspections and correspondence with authorities having jurisdiction, governmental and utilities. Status of quality control and other inspections including, but not limited to, number and type of inspections completed, overall project quality to date, and recommendations for future efforts.
- g. Requests for Information
List of RFIs and the current status, including responses.
- h. Safety Report
Report of safety-related incidents, including accidents, injuries or other incidents, and status of the remedy.
- i. Punchlist
List of items and issues requiring corrective actions.

The CM shall prepare and submit monthly reports to the Owner to document project actions and to keep the Owner apprised of progress. The reports shall be submitted by the 5th working day of each month and cover all relevant topics, including schedule, budget, submittals, change orders, clarifications, minutes of meetings, summary of outstanding issues and other topics related to the execution of the Project.

The Monthly Project Reports submitted with each pay request shall consist of the approved construction schedule (or latest approved revision) that has been updated to indicate actual progress at the time of the submittal. The "as of" date for the data in the report shall be no earlier than one week before the pay request meeting. If there are construction activities where actual progress is less than projected progress on the approved schedule, a narrative shall be included which lists the delayed activities and specifies how these activities will be expedited to prevent delaying substantial completion. A printed copy of the updated MPS and, if required, the narrative report shall be submitted with each pay request. Review and approval of the Monthly Project Report is a prerequisite to the review and approval of the monthly pay request. Once approved, electronic copies of Monthly Project Reports shall be provided to the Owner.

C.1.4. Meetings

The CM shall schedule and conduct weekly project meetings at times and locations mutually agreeable with the Owner. The CM shall schedule and arrange for meeting places, provide advance notice of meetings to attendees, prepare and distribute agenda to all attendees before meetings, and chair meetings, addressing all old and new business, recording minutes, and controlling discussions to focus on results and the resolution of issues.

During Construction Phase Services, the CM shall schedule and conduct regular weekly progress meetings with all trades subcontractors which shall be open to A/E and Owner

attendance, and other meetings as mutually agreed with the Owner. The CM, subcontractors, the Owner, A/E, and other designated representatives, shall discuss items included in the CM monthly report and any other construction related issues.

The CM shall record and distribute complete minutes of meetings to all attendees and others as directed by the Owner within three (3) days of such meetings. The Owner reserves the right to attend such meetings and shall receive all notices and minutes of meetings.

The CM shall facilitate the Owner's meetings, which shall be held no less than twice each month for the duration of the Project. Meeting attendees shall include appropriate representation from the Owner, A/E, CM and trades subcontractors. The agenda shall include but not be limited to the CM monthly progress report. The A/E shall record and distribute complete minutes of the Owner's meetings to all attendees and others as directed by the Owner.

C.1.5. Record Keeping

A primary responsibility of the CM is to prepare correspondence and other documentation and to maintain accurate and detailed records of the Project's progress during each phase. The CM shall organize, index, and maintain the paper and electronic records such that they are easily accessible and retrievable at the project site. The CM shall maintain at the Project site, on a current basis, records of all necessary contracts, subcontracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, warranty documents, test and inspection records by authorities having jurisdiction and utility service providers, and any other documents and revisions thereto which arise.

At the completion of the Project, or upon request of the Owner, the CM shall turn over a copy of such files to the Owner. The records shall include, but are not limited to, the following:

- a. A/E's design submittals
- b. P&S Review Meeting
- c. Monthly Project Reports
- d. Meeting minutes
- e. All Project related correspondence
- f. Value Engineering reports
- g. Documentation of all clarifications and decisions of all issues
- h. Warranty documents
- i. Test and inspection records by authorities having jurisdiction and utility service providers

C.1.6. CM Staffing

The CM shall provide a full-time project manager on site with full authority to act on behalf of the CM in all matters relating to the execution of the Project for the duration of

all construction activities through substantial completion. The CM shall maintain competent and adequate full-time staff to coordinate and provide adequate direction of construction activities and to monitor progress of the subcontractors at all times.

The Owner anticipates that the CM shall supplement the staff as needed throughout the Project with other employees, subcontractors, and consultants who shall support the CM staff on a daily basis. Prior to entering into any agreement or subcontract, the CM shall obtain the written approval of the Owner.

The CM's on-site representative(s) shall manage the work of the subcontractors and coordinate the Construction Phase Services with the activities and responsibilities of the Owner, A/E, and CM to complete the Project in accordance with the Owner's goals. The CM shall assign and dedicate professional, technical, administrative, clerical, and any other personnel to the Project sufficient in number, and with the requisite expertise and experience, to perform the required services. The Owner may deem repeated failure or excessive delay by the CM to provide qualified personnel, or qualified replacement personnel, sufficient reason to terminate work under the Contract Documents ("CDs") in whole or in part.

C.1.7. Removal of Employees, Subcontractors, or Consultants

The CM for this project will be selected, in part, based on the individuals the CM has proposed for key roles during the preconstruction and construction phases. Upon selection, the CM shall not reassign any of those individuals to other projects without written approval from the Owner. Requests by the CM to substitute any key personnel must be received by the Owner in writing and shall include the reason for substitution and background information on the proposed personnel.

The Owner shall have the right to require the removal of any CM employee, subcontractor, or consultant at any time during the duration of the Project if the Owner reasonably determines, that the employee is not of the level of competence or ability required, or if the employee is reasonably found by the Owner to be unsuitable for the Project. In such case, the CM shall promptly submit to the Owner, in writing, the name and qualifications of a proposed replacement. No substitution shall be made without prior approval of the Owner and there shall be no increase in GMP.

C.1.8. Office Facilities

During the Construction Phase, on-site office facilities for the CM shall be sufficient to provide space for one member of the Owner's staff to include a private office with heating/cooling, electrical power, telephone and computer internet access, and storage space. The CM shall provide a conference room with table and chairs that the Owner and the CM shall share. This shall be included in the contract price.

C.1.9. Relationship with A/E

The CM does not assume any of the contractual responsibilities or duties of the A/E. The A/E is responsible for the Project design and shall perform all design and contract administration related services according to its contract with the Owner.

C.1.10. Issue Resolution

The CM shall make recommendations to the Owner concerning constructability, cost estimates, and other administrative or technical matters, and shall advise the Owner and A/E in writing. CM shall advise the Owner in a timely fashion of any issues that have the potential to impact the Project goals and work with the A/E to resolve such issues. The CM shall maintain a written log of issues and recommendations, which shall be submitted as part of the monthly report.

C.1.11. Ownership of Documents

All data, information, material and matter of any nature, and all forms whatsoever developed by the CM or in the CM's possession or control relating to the Project are the sole property of the Owner.

C.2. PRE-CONSTRUCTION PHASE SERVICES

The CM shall work with the A/E and the Owner to thoroughly review the P&S and provide a complete bid package. The A/E shall respond to issues raised by the CM. The A/E has sole responsibility for the final Project design. The CM is to notify the Owner of all issues brought to the attention of the A/E, and of the A/E's response to each. The CM shall make the Owner aware of any issue(s) that have the potential to impact the Project goals.

C.2.1. Monitoring A/E Progress

The CM shall monitor the A/E's progress and advise the Owner if the A/E does not provide deliverables and submittals in a timely manner. The CM shall review each design submittal to verify that the contents conform to the scope of services required for the performance of any consultants or subcontractors. The CM shall also monitor the A/E's work for quality and conformance to Budget, notifying the Owner in a timely manner if the CM observes any potential issues for concern.

C.2.2. Plans & Specifications Review

The CM shall assist the Owner by participating in all A/E P&S reviews including, but not limited to, the Owner's reviews, constructability reviews, and other reviews.

- a. **Submittals**
The CM shall perform P&S reviews on all A/E submittals. The CM shall review multiple construction components requiring separate design submittals. Each submittal may require multiple revisions and reviews.
- b. **Types of Plans & Specifications Reviews**
 - 1) **Owner's Review** - ensure that the P&S satisfy established functional and space requirements of the Project. The CM shall assist the Owner in conducting these reviews.
 - 2) **CM Constructability Review** - responsible for expeditiously conducting the constructability review. The review shall ensure that:

- Materials, processes, equipment, and labor are available, non-proprietary, and appropriate according to industry practice.
- P&S are complete and coordinated among disciplines.
- Errors, omissions, conflicts, overlaps, ambiguities, or lack of clarity in P&S are identified where possible and that corrections are recommended.
- P&S are coordinated for multiple bid packages and phased construction.
- Site accommodates access, logistics, and storage.
- Existing conditions are shown accurately and adequately.
- Construction duration and phasing of bid packages are reasonable.
- Additive bid items and unit prices are logical and reasonable.
- All required construction is included in the P&S.
- Construction details are workable.
- Identify material purchases for use of Owner's sales tax exemption.

c. Plans & Specifications Review Procedure

After the award of the CM contract, and before the first scheduled CM P&S review, the CM shall prepare and submit to the Owner for approval a procedure for conducting all P&S reviews. The procedure shall include a list of participants, the responsibilities of participants, a detailed schedule of review activities consistent with the CM's MPS, and the physical location of P&S reviews.

The CM shall coordinate and conduct P&S reviews and prepare P&S review reports according to the approved procedure.

C.2.3. Cost Estimate Review

The CM shall prepare construction cost estimates. The CM's cost review shall ensure that:

- a. Unit costs are reasonable
- b. Quantity takeoffs are accurate and reasonable
- c. All design elements are included
- d. Level of detail is appropriate
- e. Formats are correct
- f. Cost escalation factors are properly applied
- g. Up-to-date scope modifications are reflected
- h. The estimate meets the approved budget, or if not, options to bring the Project within budget

The CM shall prepare a cost estimate review report for each submittal. The CM shall expeditiously develop and submit cost estimates for each proposed subcontract with supporting detail. The cost estimates shall include an expenditure forecast schedule (Construction Phase cash flow). If it appears that the estimated construction cost may exceed the approved Budget, the CM shall make recommendations for corrective action to the A/E and the Owner.

C.2.4. Guaranteed Maximum Price Proposal Development

The services shall consist of providing Guaranteed Maximum Price Proposal(s) ("GMPP(s)") for the Construction Phase of the Project.

a. Development and Submittal(s)

Upon reaching the time at which the working drawings are approximately 90% complete, the CM shall develop and submit to the Owner GMPP(s) which shall include all construction costs, and all projected costs inclusive of permitting fees, the CM fees, the GMP(s) Contingency (see C.2.4.7.) and general conditions allowance, but excluding the Owner's construction contingency. The GMPP(s) shall list each proposed subcontract amount, the CM's fixed fee, general conditions, and all other Project costs.

b. Competitive Bidding of Subcontracts

The CM shall use the P&S as prepared by the A/E and consultants to invite and receive competitive bids on all subcontract packages and/or materials.

Not more than 10% of the construction work exclusive of the CM's general conditions and fees (measured by cost of the work) will be performed by the CM with its own forces and the remaining work will be performed by subcontractors of the CM from which the CM shall procure subcontracts by publicly advertised, competitive bidding. Prior to establishing the lowest responsive and responsible bidder for each trades contract, the CM shall meet with and thoroughly review the bid materials submitted by each apparent responsive and responsible low bidder to ensure that the scope of work is understood, the bid amount is all-inclusive for the specified scope, and the subcontractor has successfully completed work of similar scope.

The CM shall conduct site visit(s), pre-bid and pre-construction meetings for all subcontracts. The CM shall notify the Owner in advance of all meeting dates. The Owner retains the right to actively participate in these meetings. The CM may reject all bids and rebid the subcontract work or repackage the subcontract work and rebid. If the Owner rejects a subcontractor recommended by the CM, the CM shall recommend an acceptable substitute at no increase in the GMPP(s).

Future phases of this project may utilize funding types with requirements such as Davis-Bacon and Buy American. The CM will adapt to these funding requirements as they are identified.

c. Coordination of Site Utilities

The CM shall be responsible for coordinating and including in the GMPP all utility relocation, connection and initiation fees and services.

d. GMPP(s) Review

The GMPP(s) shall be reviewed by the A/E and the Owner for reasonableness and compatibility with the Project. Meetings and negotiations between the Owner, A/E, and the CM shall be held to resolve questions, differences, or any other issues that may occur between the P&S and the GMPP(s).

e. Revision of GMPP(s)

The CM shall perform the work set forth in this section without additional compensation.

In the event that the GMPP(s) exceeds the Budget, the Owner reserves the right to require the CM to make recommendations to the A/E and Owner to reduce the costs of construction. The Owner, at its sole discretion, may accept any such recommendations. Following the Owner's acceptance of any cost saving recommendations, the CM shall develop and provide to the Owner a revised GMPP(s). The Owner shall direct the A/E to incorporate any such changes.

f. Bonds and Insurance

Upon acceptance and approval of the GMPP(s) by the Owner, the CM shall provide the Owner with 100% payment and performance bonds for the work.

g. Non-Acceptance of the GMPP(s) and Termination of CM

The Owner, at its sole discretion, may decline to accept the GMPP(s) and thereupon, without penalty the contract, terminate according to its terms at the end of the Pre-Construction Phase. Such termination shall likewise terminate all further services and obligations of the CM. The CM shall be compensated for services actually performed for Pre-Construction Services under contract, and shall not be entitled to any further amount for services set forth under or related to this RFP. Thereafter, the Owner shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the CM and shall retain full ownership and use of any data and information developed.

h. GMPP(s) Contingency

The GMPP(s) shall include a construction contingency ("GMPP(s) Contingency") in an amount approved by the Owner, to protect the CM against the risks assumed in providing the GMPP(s) for the Construction Phase of the Project. The Construction Management Contingency is generally defined as that component of the Guaranteed Maximum Price set aside to address the cost of the work or other components of the GMP that were reasonably unforeseen at the time the GMPP was developed. Potential costs include, but are not necessarily limited to: pricing increases, refinements to the project documents as a result of the continuing development of the design, scope gaps between trade contractors, contract default by subcontractors, costs of corrective work not provided for elsewhere, or constructability issues and issues related to field conditions. The CM Contingency is not intended to address the cost of project scope changes made after the GMPP was developed.

The amount of the GMPP(s) Contingency is to be reviewed by the Owner as part of its review of the GMPP(s). Prior to submittal of the GMPP(s), the Owner will not agree to a set amount or percentage for the GMPP(s) Contingency. The Owner retains the right to specifically request revisions to the amount of the GMPP(s) Contingency prior to the Owner's acceptance and approval of the GMPP(s).

The GMPP(s) Contingency is not allocated to any particular construction cost item, and is established for the CM's use as may be required for increases in costs as noted above and as agreed to by the Owner. **It is understood that the amount of the GMPP(s) Contingency is the maximum sum available to the**

CM to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the GMPP(s) Contingency shall be borne by the CM.

The GMPP(s) Contingency may be applied by the CM to any construction cost item(s) without the necessity of a change order and without resulting in any change in the GMPP(s). The CM shall notify the Owner, in writing, of its application of the GMPP(s) Contingency to any construction cost item(s) on a monthly basis as part of the Monthly Project Report.

- i. Guaranteed Maximum Price(s) Savings
Any unused portion of the GMP(s) proper or the GMP(s) Contingency shall be distributed as follows:
 - 1) 25 % (twenty-five percent) to the CM
 - 2) 75 % (seventy-five percent) to the Owner

Such savings are to be based on the total for the GMPP(s), not on a line-by-line basis.

C.3. CONSTRUCTION PHASE SERVICES

C.3.1. Consultation during Project Development

Upon acceptance of the final GMPP (hereinafter GMP), the CM shall continue to advise and assist the Owner and A/E during ongoing design activities.

C.3.2. Requests for Information ("RFI")

The CM shall be responsible for developing and implementing a RFI form for use on the Project. The CM shall be responsible for reviewing all RFIs prior to submission to the A/E and the Owner. The CM shall be responsible for tracking and monitoring all RFIs including a RFIs aging report. The CM shall include RFIs as an agenda topic at all progress meetings, advise the Owner immediately of any delays in the processing of RFIs, and submit the RFI log as part of the Monthly Project Report.

C.3.3. Substitution Requests

The CM shall be responsible for reviewing all substitution requests to ensure that they are complete; and, if not, the CM shall return them to the subcontractor for proper submission. The CM shall be responsible for reviewing all substitution requests with the A/E and the Owner. The CM shall be responsible for tracking and monitoring all substitution requests until all substitution requests are processed by the A/E and the Owner. The CM shall ensure that all substitution requests are submitted in a timely manner. The CM shall include substitution requests, if any, on the agenda topic at the CM regular weekly progress meetings and advise the Owner immediately of any delays in the substitution request process. The CM shall include a log of substitution requests as part of the Monthly Project Report.

C.3.4. Submittal Review & Processing

The CM shall develop and implement a system for review, acceptance or rejection, and processing of all submittals, which includes shop drawings. The CM shall obtain prior approval of this system by the Owner. The CM shall be responsible for tracking and monitoring all submittals. The CM shall include submittals as an agenda item on all progress meetings and advise the Owner in a timely fashion of any delays in the submittal process. The CM shall develop a submittal aging report that is to be provided to the Owner at each progress meeting, and included as part of the Monthly Project Report.

C.3.5. Contract Close Out

For mechanical, electrical and other applicable systems and equipment, the CM shall obtain the O&M manuals and other required information at least one (1) month prior to the demonstration of such equipment. These O&M manuals and other information shall be sent to the Owner for review prior to the equipment demonstration. At final completion of the Project and before final payment, the CM shall deliver all required close out documents to the Owner along with a complete set of as-built drawings for use by the A/E in preparing Record Drawings.

C.3.6. Post Construction

The CM, Owner, A/E and trades contractors as requested by the Owner will participate in walk throughs at 3, 6, 9 and 12 months following Substantial Completion. These walk throughs are in addition to response to normal warranty calls and the status, and submit the updated log to the Owner at each walk through or status meeting.

D. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

D.1. PROPOSAL ORGANIZATION

The Offeror should number all pages. The proposals should reference the corresponding section letter and paragraph number of this RFP where applicable (see Attachment A – Proposal Response Form). It is also helpful to repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents that cross references the RFP requirements.

Other information that may assist the Owner in evaluating the Offerors' proposal, that does not fall within any of the requirements of the RFP, should be attached at the end of the proposal and designated as additional material. If the proposal is not organized in this manner, the Offeror risks elimination from consideration or lowered evaluation.

D.2. SUBMISSION OF SEALED TECHNICAL AND PRICE/COST PROPOSALS

Proposals submitted in response to this RFP shall include sealed technical and price/cost proposals. The technical proposal shall be completed by providing responses to the information requested in Attachment I.1 - Proposal Response Form. Use this form and restate the paragraph number and the text before each response.

The price/cost proposal shall be completed using Attachment I.2 – Price/Cost Proposal Form, and shall be sealed separately from the technical proposal. The price/cost proposal shall contain (1) the Offeror's fee for Pre-construction Phase services, (2) the Offeror's

fee for Construction Phase services, (3) the Offeror's fee for General Conditions, (4) the Offeror's Contingency, (5) the Offeror's Overhead and Profit, and (6) the Offeror's Total Fee. The non-binding price/cost proposal shall be secured by the Procurement Division until evaluation of technical proposals is completed.

D.3. OFFEROR'S REPRESENTATIVE

An authorized representative of the Offeror shall sign the proposals and have his/her signature notarized. By submitting a proposal, the Offeror certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required in this RFP may result in rejection of an Offeror's proposal.

D.4. SUBMITTAL

Offeror shall submit one original and seven (7) copies of the signed Proposal by the date and time specified on the cover sheet of this proposal.

D.5. REFERENCES

As part of the evaluation of proposals, the Owner may contact any of the references, contacts, or entities referred to in any response to any question in this proposal.

D.6 EXCEPTIONS/PROPRIETARY INFORMATION

Provide a detailed explanation, on the form provided on Attachment 1.4, page 27, for any "exceptions" taken concerning the Statement of Needs, Special Terms or General Conditions. Offerors may identify these areas in this section of their proposal response for Owner consideration. Offerors should also complete Attachment I.3, page 26, proprietary information, if applicable.

E. TENTATIVE SCHEDULE AND MILESTONES

July 1, 2015	10:00 a.m.	Optional Pre-proposal Conference
July 15, 2015		Deadline for questions
July 22, 2015	4:00 p.m.	Proposals Due
August 18, 2015		Oral Presentations and Interviews
September 15, 2015		Finalize Contract
January 15, 2016		User Input Sessions Complete
March 15, 2016		Cost Estimate and Analysis Due
August 15, 2016		Value Management Session Completed
January 15, 2016		Begin Bid Period
March 15, 2016		Construction Begins
February 15, 2017		Substantial Completion
May 15, 2017		Final Completion of Phase I

F. OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference shall be held in City Hall, Second Floor Training Room, 900 Church Street, Lynchburg, Virginia on Wednesday, July 1, 2015 at 10:00 a.m. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation prior to the time set for receipt of proposals.

Any changes resulting from this conference will be issued in a written addendum to the solicitation.

G. EVALUATION AND AWARD PROCESS

G.1. EVALUATION OF PROPOSALS

The Owner shall evaluate proposals based on the following criteria:

G.1.1. Management capability.

G.1.2. Qualifications and experience of key personnel.

G.1.3. Project Plan

G.1.4. Financial responsibility, bonding capacity, and legal proceedings and claims

G.1.5. References

G.1.6. Price/cost proposal

G.2. AWARD OF CONTRACT

The Owner may cancel this RFP or reject proposals at any time before an award of a contract.

Upon receipt of the proposals, the Owner will review proposals and, on the basis of evaluation factors set forth in this RFP, rank in the order of preference the Offerors whose qualifications and proposed services are deemed most meritorious.

The Owner may schedule a 30 minute telephone interview and discussion with each Offeror. Based on the review of the proposals and on the interviews, the Owner will short-list the Offerors, and schedule a time for the short-listed Offerors to meet with the Evaluation Committee for an oral presentation/interview. The purpose of the presentations is to allow the Owner to meet the Offeror's key personnel, discuss the RFP and to allow the Offeror to highlight selected areas of their proposal as they deem appropriate. The oral presentation shall not involve negotiations of any proposed costs or fees.

At the conclusion of the presentations and on the basis of evaluation factors set forth in this RFP, the Owner shall rank in the order of preference the Offerors whose qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the top-ranked Offeror. The Owner shall select the Offeror that, in its opinion, has made the best proposal. A contract may be negotiated and awarded to that Offeror.

It is the Owner's intent to contract separately for preconstruction and construction services. The contract for Construction Services will be a Guaranteed Maximum Price contract and will be negotiated at a time designated by the Owner. In the event that the Owner and selected CM cannot agree on a GMP, the Owner reserves the right to

competitively bid the project. Should the Owner opt to competitively bid the project, the CM will be invited to competitively bid for the construction services.

H. SPECIAL REQUIREMENTS

H.1. AUDIT

The Owner and or its authorized agents shall have full access to and the right to examine any of the CM's books, records and other documents for the project during the term of a contract between the Owner and the CM for the Project and five years thereafter.

H.2. INSPECTION OF JOB SITE

By signing and submitting a response to the RFP each Offeror certifies that it has inspected the job site and is aware of the visible conditions under which it must execute the Project. The Owner will not consider or be responsible for claims as a result of failure to inspect the visible job site. By signing and submitting a response, each Offeror agrees to waive any claim based on visible conditions that would have been discovered from a site inspection.

H.3. AVAILABILITY OF FUNDS

The CM and Owner understand and agree that the CM Contract will bind the Owner only to the extent of the funds available or which may hereafter become available to fund the CM Contract.

H.4. CANCELLATION OF CONTRACT/AWARD BY PHASES

The Owner reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 14 days written notice to the CM. Any Contract cancellation notice shall not relieve the CM of the obligation to deliver and/or perform all outstanding responsibilities incurred before the effective date of cancellation. Contracts for this procurement may be awarded by phases.

H.5. INDEMNIFICATION

CM shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all property damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the CM, any negligent performance or non-performance of services of any kind or nature furnished by the CM, or arising from or caused by the CM's breach, error, or omission relating to any services required by the CM Contract, provided that such liability is not attributable to the negligence of the Owner or to failure of the Owner to use the materials, goods, or equipment in the manner already described by the CM on the materials, goods, or equipment delivered.

H.6. CONTRACTOR PARKING AND STAGING AREAS

The construction site for this project provides limited on-site parking and staging opportunities.

H.7. PROJECT PERSONNEL

1. The CM shall submit to the Owner, prior to the Preconstruction Conference, a resume for any proposed staff member who will work on the Project who was not included in the original Proposal.
2. The Owner reserves the right to reject any staff member.
3. The Superintendent shall not be changed during the course of construction unless he/she ceases to be satisfactory to the CM and is no longer employed by it. The Owner reserves the right of approval of any changes made in Superintendent personnel.

H.8. SITE/CIVIL PERMITS

The CM will need to obtain a Virginia Department of Conservation and Recreation (VDCR) Land Disturbance Permit for disturbances greater than 10,000 square feet and a VDCR Virginia Storm Water Management Permit (VSMP) for disturbances greater than one acre.

H.9. ASBESTOS

If during the performance of any work under this Contract, the CM discovers the presence of asbestos, suspects that asbestos is present, or is advised of the presence of asbestos by a Trade Contractor, it shall stop the work immediately, secure the area in accordance with Federal and State requirements including signage, notify the Owner and await positive identification of the suspect material. During the downtime in such a case, the CM shall not disturb any surrounding surfaces but shall have the area protected with suitable dust covers. The Owner shall allow the CM a mutually agreed extension of time to perform its work under the CM Contract in the event the discovery of asbestos or suspected asbestos delays the CM, but no additional compensation shall be paid to the CM due to the time extension.

I. ATTACHMENTS

The attached documents provide supplemental information for Offerors use in responding to the RFP. They are not intended to comprehensively define the Project scope of work.

I.1. RFP PROPOSAL RESPONSE FORM

I.2. PRICE/COST PROPOSAL FORM

I.3. EXCEPTIONS TO RFP

I.4. PROPRIETARY INFORMATION

I.5. GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

I.6. PROJECT DESCRIPTION AND PRELIMINARY DESIGN DOCUMENTS

ATTACHMENT I.1.

RFP PROPOSAL RESPONSE FORM

SECTION A - GENERAL INFORMATION

- A.1. Legal name and address of Offeror:
- A.2. Telephone and fax number:
- A.3. Name, title, telephone, and email address of the Offeror's authorized point of contact concerning this proposal.
- A.4. Legal claims or proceedings. If either of the following questions is applicable, please provide or attach details and reference to which item it is in response:
- a. Identify any lawsuits, administrative orders, hearings, or proceedings initiated by the Environmental Protection Agency, National Labor Relations Board, Occupational Safety and Health Administration, or the Internal Revenue Service, or similar state or local government agencies, in the last five years, concerning any labor practices, project environmental, health or safety practices, or tax liability, respectively, of the CM. Identify the nature of the proceeding and its ultimate resolution.
 - b. Have any criminal charges or proceedings or investigations been brought against the CM or any officer, director, principal, or management personnel in the last five years, excluding minor traffic violations? If yes, please provide a complete and detailed report.
- A.5. Bonding. The CM's bonding company must be listed in the Federal Register circular 570 published by the U.S. Department of Treasury and should have at least an "A" rating as established by the A.M. Best Company. Provide the following:
- A.5.a. CM's current bonding capacity for this type of work with an eligible surety company.
 - A.5.b. CM's surety company and the current line of bonding credit that company has extended to the CM.
 - A.5.c. Name, address, and telephone numbers of the CM's current surety agent or underwriting contact.
 - A.5.d. Have Performance or Payment Bond claims ever been made to a surety for this CM on any project by an owner, subcontractor, or other claimant? If yes, please describe the claim, provide the name, address, and telephone number of the company and person making the claim, and state the resolution of the claim.
 - A.5.e. Has any company refused to bond the CM on any project in the last 5 years? If yes, provide the name and address of the surety company and specify the reasons given for the refusal.

SECTION B - MANAGEMENT CAPABILITY

This section deals with the overall management strategy and the proposed plan for accomplishing the goals relating to the project.

- B.1. Provide an organizational chart showing all personnel, and lines of authority, responsibility, and communication. The Offeror shall propose an organizational chart showing how the CM, Owner and A/E interact to achieve the goals of the project.
- B.2. Describe the experience of your proposed project team with the following:
 - B.2.a. Construction/renovation of buildings/facilities while maintaining operations
 - B.2.b. Construction/renovation using Construction Management At-Risk contracts.
- B.3. Provide a list of proposed consultants your organization will employ to carry out its functions as CM.

SECTION C – KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

The professional expertise of the proposed personnel will be a major factor in awarding the Contract. It is critical that the proposed personnel be of the highest caliber and have experience as similar to this type of work as possible. The following information requested is a minimum requirement. The information provided should be such that it conveys the relevant expertise, experience and qualifications concerning overall categories such as: professional construction management, general contracting, planning and project control, inspection, value management, constructability analysis, procurement, scheduling and estimating methods, design knowledge, accounting or cost analysis, specialized experience and knowledge, and other relevant categories. Evidence that the proposed personnel have previously worked together as a team should be submitted, if applicable. The importance of your proposed staff, including staff that provides home office support, cannot be over-emphasized and, with that in mind, please provide the following information for each proposed personnel:

- C.1. Name, title, proposed position:
- C.2. Education - Institution(s) attended, year of graduation, specialty/degree earned:
 - a. Post-graduate and specialized relevant training - dates, institutions, courses, seminars, etc.:
- C.3. Licenses - list current licenses by type and state:
- C.4. State how many years each proposed staff member has been employed by:
 - a. Your organization:
 - b. Your organization in the position proposed:
 - c. Previous organizations in the position proposed:
- C.5. Identify all the projects of similar nature, scope, and duration performed by the proposed personnel during the past five years in the **same position as being proposed**. State for **each** project the following information:
 - a. Name of the firm the individual was employed by, the supervisor's name, and telephone number:

- b. Project data:
 - 1. Name and location:
 - 2. Project size (dollar value, square footage etc.):
 - 3. State whether the project was completed on time and on budget and if not explain:
 - 4. Type of CM contract:
- c. Project description narrative explaining how it is similar to this Project:
- d. List name, title, address, and phone number of the contact person your proposed personnel **directly** dealt with on the referenced projects for the following:
 - 1. Architect/Engineer:
 - 2. Owner:
 - 3. Prime Contractors or Major Sub Contractors (list at least three):

SECTION D - PROJECT PLAN

This section is intended for the Offeror to demonstrate an understanding of the Project, to define the approach that will achieve the Owner’s goals, and to detail anticipated complex problems of the Project and the Offeror’s solution in solving such problems.

- D.1. Provide a statement that explains your firm's understanding of the goals and major challenges of this project.
- D.2. Describe your work plan for achieving the Project. Include all phases of the project through construction completion and any post completion/occupancy services.
- D.3. Explain your organization's philosophy and methods for the following:
 - C.3.a. Identifying major areas of potential issues/problems and proposed plan of action to communicate, prioritize, mitigate and deal with the problems.
 - C.3.b. Controlling costs and maintaining the schedule, avoiding/minimizing material/labor/equipment shortages, labor problems, and other potential delays.
- D.4. Identify preconstruction and construction phase strategies to maximize the overall quality of the work.
- D.5. Describe the process by which design documentation is reviewed for clarity, completeness, constructability and coordination.

- D.6. Describe the process by which value analysis is performed to achieve an appropriate balance between costs, aesthetics, sustainable design and function.
- D.7. Discuss local construction/labor market conditions and their potential impact on this project.
- D.8. Discuss plans for marketing and generating interest in construction procurements to ensure adequate price competition and the ability to attract quality subcontractors.
- D.9. Explain the nature of services to be rendered in the field office versus the home office.
- D.10. Comment on the construction cost estimate and schedule.
- D.11. Describe your firm's approach to, and procedures for, developing and updating the construction schedule. Identify all parties involved and their levels of involvement. Indicate strategies for securing subcontractor "buy-in" to the schedule submittals.
- D.12. Discuss the issue of job safety. Identify personnel responsible. Provide a safety plan from a similar project or for this project.
- D.13. Provide a plan for use of the site during construction dealing with issues of ongoing operations, access, material storage, trailers, temporary lighting, security, parking, refuse management.
- D.14. Address issues, which may be of concern such as security, health, safety, deliveries, visitors, and cleanliness.

**ATTACHMENT I.2.
PRICE/COST PROPOSAL FORM**

The Offeror shall provide, in their best estimate, a fee to furnish all services for the Pre-construction and Construction Phases and to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits to complete the Project in accordance with all the requirements of the Request for Proposals. The Offeror's fees outlined in this form shall be non-binding and will be used for budget comparison purposes only. A similar form may be used in contract negotiations as set forth in Section G.2.

Offeror's shall complete the information in the following table. Reference Section D.2 in the Request for Proposals.

FEES	FEE PERCENTAGE <small>(Fee as % of Construction Budget)</small>	FEE IN \$ <small>(Fee % multiplied by Construction Budget)</small>
General Construction Management Services, see Section C.1		
Pre-construction Services (Construction Document Phase & Bid Phase Service) - see Section C.2		
Construction Phase Services - see Section C.3		
Construction Manager's General Conditions		
Construction Manager's Contingency		
Construction Manager's Overhead & Profit		
Total Fee		

The above amounts are to be stated in figures only and are the total amounts proposed for the entire contract work. Any alteration, erasure, or change must be clearly indicated and initialed by the proposer. In the event of any error in the Fee Proposal, the individual fee percentages will prevail.

**ATTACHMENT I.3
PROPRIETARY INFORMATION:**

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets", and "proprietary information" including processes, Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

Attachment I.5 – General Terms & Conditions for Construction Contracts

Attachment I.6 – Project Specifications and 30% Design Documents

Due to file size, Attachments I.5 and I.6 have been posted to the City's ftp site in the Procurement folder.

Please access the attachments by going to the webpage listed below and logging in as specified. Username and password are case sensitive, and must be entered to gain access to the folder.

<ftp://ftp.lynchburgva.gov>

Please use the following login information:

Username: CityVendor

Password: LynchburgRFP