

COUNCIL ACTION FORM

SUBJECT: **REQUEST FOR PROPOSAL FOR HIRING A CONSTRUCTION
MANAGEMENT FIRM FO THE INDOOR AQUATIC CENTER**

BACKGROUND:

At its November 23, 2021 meeting, City Council was presented with three options regarding the construction of the Indoor Aquatic Center. The options included using an architect in conjunction with 1) General Contractor, 2) a Construction Manager (CM), or 3) a Construction Advisor to assist the staff in completing the Indoor Aquatic Center project. Council approved the use of a CM for this project. As reminder, some of the components of using a CM include:

- The CM acts as an extension of the owner's staff and a General Contractor (GC) is not used.
- The owner holds all the individual contracts and competitively bids them. The CM will determine the different elements of construction (bid packages).
- Some tasks can take place simultaneously, thus shortening the overall project timeline. For example, a demolition and site work package could be bid prior to the overall design being completed.
- The CM will be involved in the design process which has the potential to minimize change orders
- This method uses a collaborative team approach between owner, architect, CM, and contractors.
- It is hoped that the increased cost to hire a CM is offset by the elimination of the GC's markup to the construction bid amount and construction cost reductions identified by the CM during the design phase.
- There may be some administrative challenges associated with managing multiple contracts held by the owner.
- The City assumes the risk associated with increased cost of materials.

This will be the first time the City will be using a CM to assist in completing a project. Staff has developed a Scope of Services (Attachment A) which will be included in the Request for Proposal (RFP) to hire a Construction Management Firm. Although City policy does not require Council approval prior to an RFP being issued, staff felt it necessary to bring the proposed scope to Council because using a CM is new to the City and the dollar amount of the contract with the chosen firm will most likely be over \$1 million.

The proposed timeline and steps for hiring a Construction Management Firm is as follows:

- Issue RFP: January 26, 2022
- Pre-Submittal Conference: February 9, 2022

- Questions from potential submitters Due: February 11, 2022
- Responses to questions posted: February 16, 2022 no later than 5:00 pm
- Proposals due: 2:00 pm, February 23, 2022
- Interviews to be conducted by City Evaluation Team: TBD
- City Council Award of Contract: TBD

SCOPE OF SERVICES:

There are many issues included in the attached Scope of Services. A summary of the issues are highlighted below:

City Objectives

This includes the objectives the City feels are important for the CM to know about the project.

Role of the City

This section state the City will not be increasing its workforce to manage this project and the need to hire a CM.

Role of the Construction Manager

The project related activities that will be the responsibility of CM are shown in this section.

Compensation

How the CM will be compensated is explained and it is broken down into three categories, 1) Pre-construction Services, 2) Construction Services, and 3) Additional Services. It should be noted that proposals must include a “not-to-exceed” amount for the different services offered.

Working Relationship

Representatives for each entity are defined, as well as how certain communications are to be conducted.

Definitions

This section defines several items used in the RFP.

Construction Management Services

The tasks and methods of what the CM is being asked to do is explained in detail in this section.

Additional Services

This references services that are not included in other sections and must be authorized in writing before being performed.

ALTERNATIVES:

1. Approve the Scope of Services to be included in the Request for Proposal for hiring a Construction Management Firm for the Indoor Aquatic Center project.
2. Approve the Scope of Services to be included in the Request for Proposal for

hiring a Construction Management Firm for the Indoor Aquatic Center project with changes as directed by City Council.

3. Do not approve the Scope of Services to be included in the Request for Proposal for hiring a Construction Management Firm for the Indoor Aquatic Center project.
4. Refer back to staff for further information and review.

CITY MANAGER'S RECOMMENDED ACTION:

The Indoor Aquatic Center is an exciting project and one the City will need assistance with during design and construction. The Scope of Services outlined for the Construction Management Firm will help the City reach its objectives for this project. The RFP will include this Scope of Services as well as other requirements (i.e. insurance, etc.)

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

CITY OF AMES REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES

Notice is hereby given that the City of Ames (City) is inviting qualified Firms to provide a Proposal for Construction Management Services for a new Indoor Aquatic Center to be located at 122 North Oak Avenue, Ames, Iowa.

This Request for Proposals (RFP) is for comprehensive Construction Management Services. Qualified Construction Management Firms will review this scope of services and submit an electronic response in AmesBids.

Proposals are due before 2:00 pm local time February 23, 2022.

All questions regarding this RFP must be in writing and emailed to Karen Server at karen.server@cityofames.org. All questions must be received by 5:00 pm, local time on February 11, 2022. All questions and responses to all questions will be posted on AmesBids on or before 5:00 PM, local time on February 16, 2022.

RFP Submittal Schedule

- Issue RFP: January 26, 2022
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- Questions Due: February 11, 2022
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Introduction

The City is seeking Proposals from qualified Construction Management Firms to provide Construction Management services for the construction of a new Indoor Aquatic Center, demolition of existing buildings, and overall site development. The project is located at 122 North Oak Avenue, Ames, Iowa.

The proposed Indoor Aquatic Center will be a one-story, approximately 45,000 square foot building and contain a 25-yard six-lane lap pool, a zero-depth entry pool with a play structure and a current channel, a therapy pool, slides, locker rooms (men's, women's, and gender neutral), party/meeting rooms, multi-purpose rooms, and a walking track. Estimated construction cost is \$19.5 million. Estimated schedule for Design Phase is eight months and Construction Phase is 18 months.

Background

The City owns an indoor Municipal Pool that is located on Ames Community School District (ACSD) property and is attached to the current high school. Due to a new high school being built, the Municipal Pool will be demolished in March of 2022. The ACSD has included an indoor pool in its new building, however, there will be little, if any, time for public use.

The City asked Ames residents to vote in 2019 on a referendum for the construction of a Healthy

Life Center (HLC) which was defeated. The proposed HLC was a 125,000 square foot building which included indoor aquatic space, gymnasiums, weight/cardio area, walking track, indoor playground, wellness space, and more. Since this was defeated, City Council has made the construction of an indoor aquatic center a priority.

The proposed location is within an Urban Renewal Area (URA) and is currently owned by the Iowa Department of Transportation (IDOT). The City is working with IDOT to purchase this property and have IDOT vacate the buildings on this site by October 1, 2022. Because the site is within an URA, City Council can and did authorize the issuance of bonds in the future to construct the indoor aquatic center. The goal is to open the indoor aquatic center in 2024.

Description of City Recreational Facilities

The City of Ames operates 38 parks comprising over 1,200 acres, the Ames/ISU Ice Arena, the Furman Aquatic Center (outdoor), Homewood Golf Course (9-hole course), Ames City Auditorium, Ames Community Center (gymnasium, weight room, cardio room, aerobics room), Ames Bandshell, and multiple amenities (ball diamonds, tennis courts, etc.) throughout the park system.

City Objectives

The City will conduct and implement the construction in a manner that best serves the interest of the City and its constituents. Prime elements of interest for the City are:

- Sustainability
- Value
- Serviceability
- Durability of structures
- Comprehensiveness of services
- Timeliness of delivery
- Quality of construction and systems installation
- Public, employee, and contractor safety during construction
- Traffic management around site including minimizing disruption to adjacent neighborhood
- Total project cost and delivering a project that does not exceed available funds
- Plan development and implementation
- Master schedule administration and accountability
- Master budget administration and accountability
- Compliance with legal requirements
- Operational impact of design and construction

Role of City

City staff will not be increased in order to manage this Construction. City employees will not be available for routine construction and observation work other than preparing actions which are required to be submitted to the City Council for approval. The City intends to manage the Construction through a professional Construction Management firm that will provide the direct, day-to-day management and oversight of the construction, working under the direction of the City.

Role of Construction Manager

The Construction Manager agrees to furnish efficient business administration and superintendence and to always use the Construction Manager's best effort in the most expeditious and economical manner consistent with the interest of the City. The Construction Manager will report directly to Keith Abraham, Director of Parks and Recreation, or his designee, for coordinating all project-related activities including:

- Develop and manage overall project schedule, phasing sequence, and construction schedule
- Develop and manage overall construction budget
- Preconstruction services
- Coordinate selection of City provided services – Inspection & Testing, Test and Balance, Commissioning, etc.
- Development of construction bid packages
- Manage construction and demolition work
- Manage submittal, change order and RFI processes
- Manage procurement of Furniture, Fixtures and Equipment (FFE)_
- Manage on-site safety compliance
- Manage construction completion, close-out, and punch list completion
- Provide oversight of construction but CM will not perform the work

Compensation

The City shall compensate the Construction Manager in accordance with the following:

1. Compensation for Pre-construction Phase Services
 - a. For Pre-construction Phase Services, compensation is comprised of costs of personnel engaged in the performance of service defined in this RFP and directly attributable to the project in accordance with the schedule of hourly rates (submitted with the proposal) with a not to exceed fee.
 - b. For Pre-construction Phase Reimbursable Expenses, the actual costs incurred by the Construction Manager in the interest of the project shall have a not-to-exceed sum.

2. Compensation for Construction Phase Services
 - a. For Construction Services described in the RFP, the City shall pay the Construction Manager a fee amount based upon the estimated Construction Cost of \$19.5 million and shall include a not-to-exceed amount. The stipulated sum amount will be adjusted by Amendment at the conclusion of the Design Phase to reflect the updated cost estimate and Construction Phase to reflect the actual construction cost but in no case shall exceed the not to exceed amount.
 - b. For Construction Phase Reimbursable Expenses, the actual costs incurred by the Construction Manager in the interest of the project shall have a not-to-exceed sum.

3. Additional Services
 - a. For Additional Services as specified in the proposal, compensation shall be computed as agreed upon in writing at the time of the services needed.

Working Relationships

1. Owner's Representative
 - a. The City Manager or such other person as designated in writing by the City shall be the principal representative of the Owner (the "Owner's Representative"). The Owner's Representative hereby authorizes the following people to represent the City in the fulfillment of their respective duties as hereinafter described:
 - i. The Design Firm's Representative
 - ii. The Owner's Construction Manager

- b. All communications between the City and the Construction Manager shall be made through the Owner's Representative. The Owner's Representative or a designee shall be at all meetings as required with the Construction Manager and other institutional personnel during the Project. The Owner's Representative shall render decisions in a timely manner pertaining to documents submitted by the Construction Manager to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

2. Construction Manager's Representative

- a. The Construction Manager shall designate one principal or representative approved in writing by the City to represent the firm in all communications and at all meetings with the Owner's Representative. All correspondence from the City to the Construction Manager shall be directed to this person. The Construction Manager's Representative shall not be changed without prior written consent of the City.

3. Construction Manager's Services

- a. The Construction Manager's services consist of those services performed by the Construction Manager, Construction Manager's employees and Construction Manager's consultants and subcontractors.
- b. The Construction Manager's services shall be provided in conjunction with the services of a Design Professional as described in the Agreement Between City and Design Professional.
- c. The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this project in an expeditious and economical manner consistent with the interests of the City.
- d. The Construction Manager shall attend all meetings which may be necessary for the timely performance of all services.
- e. The Construction Manager shall not enter into a contract with any professional consultant, subcontractor, or other third party for the rendering of any of the services provided for this project without first obtaining the City's written approval.

Definitions

1. Bidding Documents: Construction Documents issued to bidders before signing of an owner-contractor agreement, which **include** Bidding Requirements and Contract Documents.
2. City or Owner shall mean the City of Ames, Iowa, which is the Party of the First Part in the accompanying contract acting through its authorized representatives.
3. Contract Documents: Are the legally enforceable requirements that become part of the contract when the agreement is signed which include all the Construction Documents.
4. Contractor: The Contractor is the person or entity identified as such in the Agreement between City and Contractor and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized

representative.

5. Construction Documents: Written and graphic documents prepared or assembled by the Design Professional for communicating the design of the project and administering the contract for its construction.
6. Construction Manager: The Construction Management Firm that uses specialized project management techniques to oversee the planning, design, and construction of the project, from its beginning to its end.
7. Construction Set Documents: Bidding Documents that have incorporated all Addendum items by the Design Professional.
8. Design Documents: Drawings and other documents that fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, material and such other elements as may be appropriate.
9. Design Professional: The entity engaged to provide professional design services. The Design Professional may practice Architecture, Engineering, Interior Design, Landscape Architecture or other similar disciplines professionally qualified to provide the services described herein.
10. Project: The total construction of which the Work to be performed under the Agreement may be the whole or a part.
11. Project Manual: The volume usually assembled for the construction work, which includes the bidding requirements, sample forms, conditions of the contract and the specifications.

Construction Management Services

1. Design Team
 - a. Develop communications/information flow chart for the project
2. Construction Manager's shall provide Basic Services as defined in City-modified AIA Document C132- 2019 – Standard Form of Agreement Between Owner and Construction Manager as Advisor.
3. Preconstruction Services
 - a. Provide representation on the City's design team
 - b. Coordinate and review Architect's Program Development
 - c. Provide a preliminary evaluation of the City's program, schedule, and construction budget requirements, each in terms of the other
 - d. Prepare a Project Management Plan and shall consider the City's schedule, cost, and general design requirements for the project
 - e. Provide Construction Cost Estimates at completion of each of the following phases: Design Development; 50%-65% Construction Documents; and 100% Construction Documents. The Construction Manager shall provide cost evaluations of alternative materials and systems. The City will have the Architect develop a cost estimate at completion of the Schematic Design which the Construction Manager will review this cost estimate, as well as, compare it to their own.
 - f. Conduct formal, structured design review sessions with the architect and their consultants prior to acceptance of Schematic Design, Design Development, and Bidding Documents.

- g. Conduct formal, structured Value Engineering session, implementation, reports, and verifications concurrent with preparation of design.
- h. The Construction Manager shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Construction Manager shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
- i. Shall prepare and periodically update a project schedule for the Design Professional's review and City's acceptance. This schedule shall include anticipated construction schedules, highlighting critical and long-lead-time items.
- j. Make recommendations whenever design details adversely affect constructability, cost, or schedules.
- k. Provide recommendation and information to the City regarding the allocation of responsibilities for safety programs among the Contractors.
- l. Advise on the division of the Project into individual Contracts for various categories of work and develop bid packages that will encourage Iowa based construction companies to submit bids.
- m. Prepare a Project construction schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the City. This shall be done for each set of bidding documents.
- n. Investigate and recommend a schedule for the City's purchase of materials and equipment requiring long lead time procurement and coordinate the schedule, the early preparation of portions of the Contract Documents by the Design Professional.
- o. Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages. The Construction Manager shall strive to support the City's objective of maximizing the involvement of local and State of Iowa contractors.
- p. Following the City's approval of the Construction Documents, the Construction Manager shall update and submit the latest estimate of Construction Cost and the Project construction schedule for the Design Professional's review and the City's approval.
- q. Coordinate with City bidding schedules and develop Bidders' interest in the project.
- r. Assist the City in preparing and placing notices and advertisements to solicit bids for the project.
- s. Assist the City in preparing bid analyses and make recommendations to the City for the City's award of Contracts or rejection of bids.
- t. Assist the City in preparing Construction Contracts and advise the City on the acceptability of Subcontractors and material suppliers proposed by Contractors.

4. Construction Services

- a. The construction phase will end at the conclusion of the one (1) year warranty period following the date Substantial Completion.
- b. Provide administration of the contracts for construction in cooperation with the Design Professional.
- c. Provide administrative, management and related services to coordinate scheduled

- activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the City and the Design Professional to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents.
- d. Schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the City, Design Professional and Contractors.
 - e. Update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the City's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required, but not less than monthly, to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the City and Design Professional.
 - f. Coordinate the assignment of space in areas where the Contractors are performing Work.
 - g. Endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the City when requirements of a Contract are not being fulfilled.
 - h. The Construction Manager shall provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the City and the Design Professional whenever projected costs exceed budgets or estimates. At least once each month, the Construction Manager shall prepare and distribute Project Cost Reports during the Construction Phase. The Reports shall specify actual Project and Construction Costs compared to the Project and Construction Budget.
 - i. Develop cash flow reports and forecasts for the Project and advise the City as to variances between actual and budgeted or estimated costs.
 - j. Maintain accounting records on authorized Work performed under unit costs, additional Work performed based on actual costs of labor and materials, and other Work requiring accounting records.
 - k. Develop and implement procedures for the review, approval, processing and payment of applications by Contractors for progress payments in accordance with the City's payment application procedures.
 - l. Review the safety programs developed by each of the Trade Contractors for purposes of coordinating the safety programs with those of the other Contractors. However, the Construction Manager is not responsible, but rather the Contractors are solely responsible for their safety precautions and programs in connection with the Work.
 - m. Determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the City against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the City, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether such Work is fabricated, installed or completed. The Construction Manager, in consultation with the City and Design Professional, may reject Work which does not conform to the requirements of the Contract Documents.
 - n. Schedule and coordinate the sequence of construction in accordance with the Contract Documents, and the latest approved Project construction schedule.
 - o. With respect to each Contractor's own Work, the Construction Manager shall not have

control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractors' responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents, but the Construction Manager will endeavor to determine in general that the Contractor carries out its work in accordance with the terms and conditions of its contract. The Construction Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

- p. Transmit to the Design Professional requests for interpretations of the meaning and intent of the Drawings and Specifications and assist in the resolution of questions that may arise.
- q. Review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Design Professional and City, and, if they are accepted, assist the City in preparation of Change Orders which incorporate the Design Professional's modifications to the Documents. At least once each month during the Construction Phase, the Construction Manager shall prepare and distribute Change Order Reports. All change orders will be handled following the City's change order process.
- r. Assist the City and Design Professional in the review, evaluation and documentation of Claims.
- s. In collaboration with the Design Professional and City, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Design Professional those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City or Contractors.
- t. Shall record the progress of the Project. The Construction Manager shall provide a monthly progress report summarizing the activities of the previous month including information on each Contractor and each Contractor's Work as well as the entire Project, showing percentages of completion.
- u. Maintain at the Project site for the City one record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records of principal building layout lines certified by an Iowa licensed surveyor or professional engineer. The Construction Manager shall make all such records available to the Design Professional and upon completion of the Project shall deliver them to the City.
- v. Work with the City to arrange for the delivery, storage, protection and security of City-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.
- w. With the Design Professional and the City's personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.
- x. When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Design Professional a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Construction Manager shall

assist the City and Design Professional in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

- y. Coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractors and make recommendations to the Design Professional when Work is ready for final inspection. The Construction Manager shall assist the Design Professional in conducting final inspections.
- z. Secure and provide warranties and similar submittals required by the Contract Documents for delivery to the City and deliver all keys, manuals, record drawings and maintenance stocks to the City.
- aa. Duties, responsibilities, and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the City, Construction Manager, Design Professional and Contractors. Consent shall not be unreasonably withheld.
- bb. During the one (1) year warranty period following the date of Substantial Completion, the Construction Manager shall work with the Owner's Representative to oversee, monitor, and coordinate the remedial work of the Contractors, including, but not limited to, making certain that the appropriate Contractors are notified of the extent and nature of the remedial work which needs to be done and that such work is done in a timely and satisfactory manner.
- cc. Accompany the Owner's Representative and Design Professional on a post-occupancy and warranty review prior to the expiration of the warranty period but sufficiently after occupancy to allow the City adequate opportunity to observe defective conditions. This review shall take place at a mutually agreed-upon time and date.
- dd. Manage site logistics and all construction activities and coordination of site access/use within the adjacent neighborhood.
- ee. Oversee documentation of underground installations prior to cover.

5. Additional Services

The services described in this Section are not included in Basic Services unless so identified in other Sections.

- a. Providing any other services not otherwise included in the Agreement between the City and the Construction Manager. The Construction Manager shall have the right under this Article to claim additional compensation for any services not specifically covered herein, provided that such Additional Services are identified as such and are authorized in writing by the Owner's Representative prior to their performance.

6. Close Out Services

- a. Project closeout leadership, coordination, and comprehensive project completion.

Instructions to Firms - Required Information and Format

1. Statement of Interest/Firm Overview. The Construction Management (CM) Firm shall explain why it believes it is best qualified to provide the services requested in this RFP and identify:
 - a. Company city, state of origin and type of organization or company structure.
 - b. Number of years the firm has been in business, or if a joint venture, for each firm of the joint venture, the length of time the Joint Venture has been conducting business in Iowa.
 - c. Location of principal office that will be responsible for implementation of this contract.
 - d. Indicate the dollar value of the firm's three (3) largest projects over the last five (5)

- years.
- e. Provide references for (3) similar CM projects including project details, contact name, email address and phone number. Include a minimum of (1) pool construction project.
 - f. Strength of Construction Management staff. Include resumes of all person(s) responsible for each phase of the basic services and will be assigned to this project.
 - g. Statement of compliance with required Insurance Coverage.
2. A statement of approach or methodology for providing Basic Services. Schedule of tasks, services, milestones and types of deliverables to provide for timely completion of the project in a safe, cost-effective manner.
 - a. Describe the approach to Bid Package development.
 - b. Indicate measures taken on prior projects and amount of litigation, if any, on these projects.
 - c. Demonstrate experience in providing Construction Management services for municipal governmental agencies and other public entities in the State of Iowa.
 3. A description of five (5) of the most recent/relevant Construction Management contracts held by the firm. These must include experience with municipal governments or other public entities. At a minimum at least one of the projects should include pool construction. The Construction Manager must demonstrate a positive relationship with prior clients. Provide:
 - a. Project scope, approved construction budget, final construction cost, and role of firm.
 - b. Original contract stipulated, and actual substantial and final completion dates.
 - c. Project completion dates that were adjusted by change order.
 - d. Final completion date of all punch list items.
 - e. Examples of successful value engineering and construction management services demonstrating how the budget was maintained without sacrificing quality.
 - f. Project schedule development and maintenance, including specific examples of scheduling challenges and how resolved.
 - g. Describe steps utilized to ensure quality control during the pre- construction and construction process.
 - h. City's contact person, address, telephone and e-mail address.
 - i. Architect's contact person, address, telephone, and e-mail address.
 4. Staffing/Fees/Costs
 - a. Provide your approach to staffing, including your fees for preconstruction services, construction services, closeout services and reimbursables. Final contract terms and fees will be negotiated after selection.
 - b. At the CM's discretion, either a fixed total cost for services and reimbursables, or a guaranteed not-to-exceed amount per category may be proposed.
 - c. Non-capped total CM fees and reimbursable fees will not be accepted.
 5. Is your Firm currently being investigated for or previously been found to have violated in the last five (5) years any of the following state or federal laws: Iowa Minimum Wage Act, Iowa Non- English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioners Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, a willful violation of the Iowa or Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements,

Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, the Drug-Free Workplace Act, The Employee Retirement Insurance Security Act, The Fair Labor Standards Act? If yes, provide an explanation.

6. Do you currently have any legal action pending which could impact your ability to perform this Work? If yes, provide an explanation.

Additional Information

Describe other appropriate factors and items that the Firm believes will affect its management of the Construction such as suitability, how the firm would manage its obligations and interface with the City and its staff and/or Architect.

Addenda/Clarifications

If it becomes necessary for the City to revise any part of this RFP or provide clarification or additional information after the RFP documents are released, a written addendum will be issued to each recipient of record of the original RFP. Oral statements may not be relied upon and shall not be binding or legally effective.

Exceptions and Deviations

Firm must identify any exceptions and deviations with/to the RFP in its RFP submission.

Reserved Rights

The City reserves the right to award or not award a contract, and to amend the RFP and the RFP process, or to discontinue the process at any time. The City may request to meet with the Firm's named representative to request answers and clarifications or it may request that the Firm answer specific questions in writing, or to make a presentation to City staff or to the Ames City Council prior to making any decision on the award of a contract. All Proposals and related materials submitted with the Proposal become the property of the City and will be considered a part of the public record subject to disclosure.

Withdrawal of Response to the RFP

Firms may withdraw their responses to the RFP at any time prior to the specified time for receipt of Proposals by presenting a written request for withdrawal of such to Karen Server, Purchasing Manager at karen.server@cityofames.org with proof that the person presenting this written request is a representative of the firm withdrawing the Proposal.

Submittal Requirements

The Proposal preparation and associated direct costs are the sole responsibility of the Firm and will not be reimbursed by the City.

Basis of Award

The Proposal will be evaluated based on each Firm's professional qualifications, demonstrated competence, approach and methodology and relevant experience with similar work. For the Proposal submitted, certain Firms may be selected to make a presentation and interview after which a final recommendation to the Ames City Council will be made.

The award of the contract, if made, will be made in the best interests of the City. The resulting contract will consist of City-modified AIA Document C 132-2019 edition as amended, this RFP, the response from the successful Firm to this RFP, any written letters and agreements modifying or changing the same.

The City may reject any or all Proposals or parts of any Proposals and in its sole discretion may waive irregularities in any Proposals.

The award of a contract will be made in the best interest of the City which means that the City is not required to award the contract to the lowest cost/fee Firm, but whose responses and proposed services are deemed to be in the best interest of the City. By submitting a proposal, the Firm authorizes the City to contact references and make further investigations as may be in the best interest of the City.

Evaluation Team

An Evaluation Team composed of City representatives will review and evaluate the Proposals as submitted in response to the RFP and will recommend the Firm deemed most qualified to perform Construction Management work as described herein.

The City may elect to interview Firms to assist in the evaluation. A final scope of services and fees will be negotiated with the selected firm based on an City-modified AIA Document C132 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Advisor. If these negotiations are not successful, as it's sole discretion, the City will seek to execute a contract with the next most qualified Firm. The Construction Management Firm selected shall be qualified to provide, with a single point of contact, full-service Construction Management services including, but not limited to, the responsibilities defined and agreed to in the Contract.

All offers and other work products submitted in response to this RFP shall become the property of the City.

Selection Criteria

1. The following criteria will be used to evaluate this Proposal along with an assortment of material submitted by the Construction Management Firm.
 - a. Organization, clarity, completeness and responsiveness to the RFP
 - b. Experience of firm or Joint Venture providing Construction Management services
 - c. Experience of individual team members providing Construction Management services for municipal governments and/or other public entities in Iowa
 - d. Experience with phasing, swimming pools, and demolition
 - e. Experience with similar size and types of projects
 - f. Teams approach to pre-construction services (value engineering, estimating, design and constructability reviews)
 - g. Project References
 - h. Knowledge of the public sector construction market in Iowa.