

**REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES**

**CAPITAL IMPROVEMENTS
BONNEVILLE ELEMENTARY SCHOOL
ORR ELEMENTARY SCHOOL
SUTTON ELEMENTARY SCHOOL
TILLES ELEMENTARY SCHOOL**

Issued by



PROPOSED TIMELINE:
DATE ISSUED: 10, April 2020
NON-MANDATORY PRE-SUBMITTAL MEETING: 15, April 2020
RFI DEADLINE: 20, April 2020
RESPONSES TO RFI'S & FINAL ADDENDA: 24, April 2020
RESPONSE SUBMITTAL DEADLINE: 29, April 2020
SHORTLIST: 05, May 2020
INTERVIEWS: 12, May 2020
RECOMMENDATION TO BOARD: 18, May 2020

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SECTION 1 BACKGROUND.

Fort Smith Public Schools (FSPS; the Owner), under a Millage program, is soliciting proposals from qualified firms to provide Construction Management at Risk (CMAR) services for Capital Improvements planned for Bonneville Elementary School, Orr Elementary School, Sutton Elementary and Tilles Elementary School. CMAR candidates shall submit one proposal of services inclusive of all four Elementary School campuses.

The designers have completed Schematic Design (SD) on all four Elementary School Campuses, which is the basis for project cost estimates to date. The Owner has established Not to Exceed cost of construction budgets for each project, as described in Section 2 below.

The Architect of Record is Architecture Plus, based in Fort Smith, AR. Design documents will be provided to Shortlisted candidates as a professional courtesy. For purposes of selecting the CMAR, these documents are not meant to be used for purposes of pricing or bidding.

The CMAR is being engaged at the Design Development (DD) level for each campus, enabling the designers and builders to collaborate through the remainder of the project journey to achieve optimum results for the Owner. The CMAR and designers will engage with one another; share information; identify and resolve constructability issues, project risks and budget problems. At the DD stage, builders will have access to early design information to control costs. Designers will have access to the builder's constructability advice to reduce the risk of starting late due to budget problems. The team will collaborate and *design to the Owner's budget*. This will enable the CMAR to provide an accurate GMP estimate while avoiding budget-related delays. Following is a broad overview of the CMAR's functions while operating as a member of an Owner – Architect – Construction Manager Team ("the Team"):

- Preconstruction Services:
 - Construction cost estimates / cost control / budget management.
 - Collaborating with designers to ensure cost integrity / identify value opportunities / provide advice on constructability.
 - Project scheduling, including updates at regular intervals.
- Construction Phase Services:
 - Procuring the Work defined in the Construction Documents.
 - Procuring all necessary permits for the Work.
 - Managing and directing all construction activities through completion.
 - Closeout process including submittal of all final documentation (As-built drawings and specifications; warranties; product and system O&M data; training the Owner's staff on all new building systems; turn-over to Owner.
 - Warranty verification - Eleven months after completion, walk the facilities with owner's representative and Architect to verify all work was completed in compliance with the Construction Documents, and that no warranty claims are outstanding.

The Owner has engaged HPM as the Program Manager ("the PM") for the Millage program. Under the Owner's direction, the PM has overall responsibility for directing the preconstruction and construction efforts and coordinating the efforts of all Team members to provide their services in a complete, effective and timely manner. The PM will obtain FSPS's final approval for all decisions and obtain the Owner's assurance that sufficient funds are available to complete the project within the established budget.

Each member of the Team will have precedence over and exercise leadership in its own sphere of specialty and knowledge, especially as it relates to cost and time sensitive items. In equal measure, each Team member will be accountable to other Team members to proactively seek creative solutions to problems; manage project risks by looking ahead and removing constraints; plan the work in a way that expedites delivery and eliminates waste; resolve problems and keep one another aware of important information.

The Architect of Record will have prime responsibility for design of the project based upon the Owner's project requirements and approved scope.

The CMAR's fundamental role during preconstruction will be as an advisor on labor and material costs, constructability, and schedule impacts. The CMAR will assist with cost estimates and various required pricing activities. The CMAR will also provide cost control and scheduling services.

The CMAR will work with the Owner and PM to craft a project plan for procurement and implementation of the work that is consistent with best industry practices, the owner's policies and procedures, as well as applicable laws including those related to MWBE participation.

The CMAR's fundamental role from mobilization through project completion and turnover to Owner is to manage the implementation of the work according to Management Control System (MCS), ensuring that all standards are met for safety, quality, productivity, schedule, communications, maintaining accurate and complete Job Records.

A general project overview will be provided at the pre submittal meeting which will be held at 10:00 am on the date noted on the cover sheet of this RFQ. This will be a "virtual" meeting, and upon request, a link will be provided to access the meeting.

SECTION 2 SCOPE OF THE PROJECTS.

FSPS has recently completed funding and Board approval for Capital Improvements planned for multiple campuses, including Bonneville, Orr, Sutton and Tilles Elementary Schools. The work will be released and contracted as one work package inclusive of all four elementary school campuses.

Bonneville Elementary School:

Project Location: Bonneville Elementary School, 2500 S. Waldron Road, Fort Smith, AR 72903.

With insight from designers, FSPS leadership and key stakeholders formulated programmatic requirements and project scope. The Owner is looking to the CMAR to provide best value and cost management assistance to arrive at the optimum solution for constructability, cost, and timely delivery of the project. At the time of this writing, the project scope includes the following items:

- A. At existing entry vestibule, reconfigure route of travel and entry doors to direct entry into the Office / Administrative area.
- B. Reconfigure ingress and egress at Cafeteria to meet Owner's needs by removing existing doors and associated framing / drywall work.
- C. Install ACH/D at approximately six exterior doors including Safe Rooms.

The not-to-exceed Guaranteed Maximum Price (GMP) for Bonneville Elementary is \$135,000.

Orr Elementary School:

Project Location: Orr Elementary School, 3609 Phoenix Avenue, Fort Smith, AR 72903.

With insight from designers, FSPS leadership and key stakeholders formulated programmatic requirements and project scope. The Owner is looking to the CMAR to provide best value and cost management assistance to arrive at the optimum solution for constructability, cost, and timely delivery of the project. At the time of this writing, the project scope includes the following items:

- A. Create safe Entry Vestibule by reconfiguring existing entry and doors to direct traffic into Office / Administrative areas.
- B. Reconfigure Receptionist Counter and adjacent spaces to afford functionality of Reception / Waiting Room.
- C. Reconfigure or delete entry door to Cafeteria from hallway, in order to maintain Life Safety exit requirements at Cafeteria.
- D. Install ACH/D to approximately six exterior doors including safe Room.

The not-to-exceed Guaranteed Maximum Price (GMP) for Orr Elementary School is \$135,000.

Sutton Elementary School:

Project Location: Sutton Elementary School, 5001 Kelley Hwy, Fort Smith, AR 72904.

With insight from designers, FSPS leadership and key stakeholders formulated programmatic requirements and project scope. The Owner is looking to the CMAR to provide best value and cost management assistance to arrive at the optimum solution for constructability, cost, and timely delivery of the project. At the time of this writing, the project scope includes the following items:

- A. Repurpose existing 1,600 square foot Office Administrative area into new classrooms.
- B. Repurpose existing classrooms (adjacent to main entry) into new Office / Administrative area.
- C. Create new secure Entry Vestibule with interior doors, directing traffic into the new Office / Administrative area.
- D. Install ACH/D to approximately eight exterior doors including Safe Room

The not-to-exceed Guaranteed Maximum Price (GMP) for Sutton Elementary School is \$390,000.

Tilles Elementary School:

Project Location: Sutton Elementary School, 5001 Kelley Hwy, Fort Smith, AR 72904.

With insight from designers, FSPS leadership and key stakeholders formulated programmatic requirements and project scope. The Owner is looking to the CMAR to provide best value and cost management assistance to arrive at the optimum solution for constructability, cost, and timely delivery of the project. At the time of this writing, the project scope includes the following items:

- A. Create new secure Entry Vestibule (with new glass doors and aluminum frames) affording access into Office area.
- B. Install ACH/D to approximately eight exterior doors including Safe Room.

The not-to-exceed Guaranteed Maximum Price (GMP) for Tilles Elementary School is \$75,000.

Construction activities will not interfere with FSPS's academic or athletic schedules. All activities will achieve final completion prior to the start of the fall 2021 semester. Therefore, the Agreement running between the Owner and CMAR will contain a "liquidated damages" clause to address actual and consequential damages in the event the CMAR's acts delay the Owner from using

the facilities on the contractual completion date for the intended use and without interruption of the Owner's scheduled, customary activities and special events.

A preliminary project schedule is included in Exhibit C, which represents the approximate timelines for the various design and construction activities. As design advances, the level of detail will continue to develop and evolve. As the quality of design detail becomes clearer, the CMAR will advise the Owner and Team on project impacts and will recommend options to stay on schedule and within budget.

SECTION 3 CMAR SCOPE OF SERVICES.

Preconstruction Phase.

1. Preparation of Construction Cost Estimates.

The CMAR shall provide an accurate analysis of the cost of all construction and systems contemplated for the project. The CMAR shall prepare preliminary estimates of the cost of the work and all required materials. Formal detailed estimates at each interval of design, for each package of work. The CMAR will submit these estimates upon Owner's request based on the timing established in Section 2. The extent of documentation for each estimate will be consistent with the documentation provided for pricing from the architect and their design consultants.

2. Site Logistics.

The CMAR shall review the plans and specifications for each project to determine the need for all temporary facilities necessary at each job site for construction, to include job site trailers, worker parking, material delivery and lay down areas, hoisting and cranes, circulation of foot traffic, vehicles and access control measures to keep FSPS students, faculty, staff and visitors safe and separated from construction activities. The CMAR shall prepare a logistics plan for all phases of the work that reflect the CMAR's implementation plan as it impacts site logistics. This construction site is constrained by many unavoidable conditions, which compromise crucial functions such as material deliveries; lay-down; worker parking, etc. The CMAR must plan and execute the work a way that avoids bottlenecks and constraints so that the project's forward progress is not hampered. The CMAR will implement best industry practices in the realm of *Lean Construction* including but not limited to last planner; pull planning; just-in-time delivery of materials; root cause analysis of problems; plus / delta.

3. Review of Plans and Specifications.

The CMAR shall review all plans and specifications at each interval of design and provide information about suitability of the site, foundations, systems and materials, availability of labor,

time requirements for procurement and installation, construction and relative costs of materials, and shall provide recommendations for economies and constructability as appropriate.

4. Identify Value Opportunities.

The CMAR shall provide cost estimates and alternatives for all systems, equipment, and construction methods and materials, and assist the design team with analysis of life cycle costs of materials and equipment proposed for the project.

5. Technical Consultation

The CMAR shall collaborate with the Owner, PM and designers in preparing the performance specifications. The CMAR shall issue requests for technical proposals to qualified sources and provide evaluations to the Team. The CMAR shall formally advertise requests for procurement by assembling the required contract documents and issuing invitations to bid.

The CMAR's technical consultation to the Owner, PM and design team shall not relieve the designers of their responsibility. The CMAR shall make recommendations based upon the cost and constructability of a particular design, system or material selected. However, the suitability of those recommendations shall ultimately be the responsibility of the designers and Owner.

6. Long Lead Procurement.

The CMAR shall identify, recommend for purchase and expedite the procurement of equipment, materials and supplies which require long-lead time.

7. Schedule Management.

The CMAR will review, evaluate and refine the preliminary project schedule in Exhibit C, and will confirm the schedule is reasonable, or recommend refinements to deliver the completed project on time. The CMAR shall prepare a detailed project schedule that identifies all major milestones, critical path, long lead procurement, decision points, submittals and procurement requirements, and activities that impact Owner operations (such as utility service shutdowns). The schedule will include Owner activities such as FFE installation; IT and security system installation / activation, commissioning, etc. The CMAR will update the project schedule as needed through the preconstruction phase. The CMAR's detailed project schedule shall reflect project completion by the required delivery dates reflected in the preliminary project schedule in Exhibit C.

8. Preparation of Guaranteed Maximum Price.

For each project, the CMAR shall prepare a Guaranteed Maximum Price (GMP) for each phase of the entire project, clearly summarizing the cost of each component of the work. This GMP shall be the sum of:

- The cost of General Conditions and General Requirements. Refer to Exhibit B for Allowable General Conditions.
- The direct cost of the work (cost of the work to be performed and the materials to be purchased).
- The CMAR's fee as a percentage of the direct cost of work.

Construction Phase.

1. General.

The CMAR shall plan and execute all activities in a safe, orderly, deliberate and controlled way to achieve the needed quality outcomes for the Owner, within budget and on schedule. To discharge their responsibilities, the CMAR shall have a strong capability in engineering, cost control, cost management, scheduling, procurement, quality management, and labor relations. The CMAR shall have a record of successful performance in providing the required services and skills needed to manage the construction of school campus projects.

2. Management Control System.

The CMAR shall implement a management control system (MCS) during the design and construction of the project for use in achieving the objectives of the project in a timely,

economical and acceptable manner. To this end, the MCS shall facilitate planning, organizing, scheduling, budgeting, reporting of construction progress, accounting, identifying variances and problems, and making decisions at all levels. The CMAR shall provide the services, facilities, equipment and staff necessary to implement the MCS.

Using the MCS, CMAR shall provide, for the duration of project, the following items with updates at regular intervals for the review and approval of the Owner and PM:

- A preliminary construction phasing plan.
- A preliminary construction schedule.
- A final construction phasing plan with detailed site utilization plan.
- A baseline construction schedule that integrates the various contractors' commitments into one complete and realistic schedule. This schedule will also integrate commissioning activities and training FSPS's maintenance staff on building systems.
- An occupancy schedule prepared in conjunction with the Owner, PM and Architect.

The CMAR shall use the MCS during construction to:

- Periodically tabulate the cost of proposed changes in the work.
- Provide documentation of all changes made in the schedule and budget so that complete accountability between the original and the current approved schedule and budget is maintained.
- Provide reports necessary for effective control of the overall construction program. Reports shall be provided to the levels of management in detail consistent with their requirements and responsibilities.
- Preparation of the Guaranteed Maximum Price.
- Provide request for Information Format and Log
- Provide inspection procedures and results
- Provide Shop Drawing Submission Identification Log
- Provide Progress Payment Forms and Procedures
- Provide Quality Control Procedures
- Provide MWBE Procedures and results

3. Accounting Records.

The CMAR shall create and maintain financial and cost accounting records shall for all costs applied to the project. The CMAR will provide an "open book" accounting system throughout the course of the project. Any significant line item reallocation within the GMP shall will be approved by the Owner. The CMAR shall make available all contracts, books, documents, and business records necessary to verify the nature and extent of the costs. The Owner may conduct a financial audit and process audit of the project.

4. Best Industry Practices.

Standards of Work.

- The CMAR shall perform all services in a competent and efficient manner.
- Construction management services shall be performed by CMAR's own staff, unless otherwise authorized in writing by Owner. Owner's approval of the use of services of any person or firm by CMAR shall not constitute or be construed as an agreement between Owner and any such person or firm.
- The Owner, in its sole discretion, may at any time cause the CMAR and its bidders or trade contractors to conduct criminal background checks on any employee(s) proposed or actually working on this project. Results of such background checks will be immediately provided to the Owner for review.
- The Owner, in its sole discretion, may at any time cause the CMAR to remove any employee or trade contractor's employee from the project whom Owner deems unsafe, incompetent, careless or otherwise objectionable. In such an event the CMAR shall present the Owner with their recommended replacement personnel.

Team Management.

- A list of CMAR's key personnel to be used on this project must be approved by Owner and will be attached to the Agreement running between the Owner and CMAR.
- The CMAR shall make no substitution of any key personnel without the prior written consent of Owner. A request for substitution shall include a detailed justification of the change and the qualifications of any proposed replacement.

Safety.

- The CMAR shall provide the Owner with a project specific Safety Program, and an Emergency Action Plan (EAP). Each of these plans shall identify the CMAR's designated Safety Manager. These plans shall include training of CMAR's work forces and visitors to the site; safety observation protocols; tracking of man-hours worked; near misses / incidents / OSHA recordables; site logistics and muster points in the event of an incident.
- At any time, if there are more than fifty workers on the construction site, the CMAR's Safety Manager must be on site full time to continuously monitor worker behavior and compliance with the Safety Program. The CMAR's Safety Manager will be a fulltime employee of the CMAR, fully dedicated to that specific role and job description.
- The CMAR's work forces including trade contractors shall participate in FSPS's required training and orientation sessions related to working on school property, and in the vicinity of minors.

Trade Contractors.

- In the buy-out process, after the successful bidders have been notified and are under contract with the CMAR, these entities will be referred to as trade contractors for purposes of this RFQ. The CMAR shall conduct pre-construction conferences with trade contractors to reinforce and clarify safety requirements, construction operations procedures, reporting requirements, personnel management, access controls, etc.

Quality Management.

- Quality Assurance: This is the quality plan. The CMAR will create a plan and implement a process to fulfill quality requirements in the work.
- Quality Control: This is execution of the QA plan. The CMAR will continually observe and evaluate the planning and implementation of work to ensure quality requirements are being met. The CMAR will document any and all deficiencies in a Nonconforming Work Log. The CMAR will enforce corrective actions to any defective work and ensure the needed level of quality is achieved.

Budget / Cost Management.

- As construction progresses, the CMAR shall review and refine construction cost estimates to incorporate approved line-item changes in the Project scope and impact on the cost of work. The CMAR shall advise the Owner and Architect whenever projected construction costs differ from the costs set forth in the itemized Guaranteed Maximum Price. The CMAR shall identify the root cause of any projected deviation in the GMP, and present to the Owner recommended options and course of action to remedy the projected cost overage.

Schedule Management.

- Once hired, the CMAR shall take over responsibility for building and managing the project schedule.
- The schedule shall include an appropriate level of activity detail with due consideration to resource planning and crew-tied activities. The schedule will show the critical path running through final completion.
- The CMAR will update the schedule at regular intervals, to reflect the original project plan (baseline) as it compares against the *actual* status of the job to date.
- The CMAR will be responsible to implement the work and deliver the completed project in compliance with the project schedule.
- Once a month, the Owner's PM and CMAR will conduct a schedule deep dive meeting. At this meeting, the CMAR will present a detailed recap of baseline schedule compared against actual job status, including a recap of any delays. The CMAR will identify to the Owner any activities which risk schedule slippage, together with a plan to mitigate these risks.

Project Meetings and Reports.

- Project meetings are the means of ensuring a collaborative work environment with open communications and appropriate accountability.
- Preconstruction and construction phase meetings will be planned by the project team and the Owner's PM. For each meeting there will be a stated purpose and needed outcome(s). These outcomes will be communicated to individuals on the project team who are responsible for action, as well as those who would find the information useful and pertinent to their area of responsibility.
- During the construction phase the CMAR shall schedule and conduct regular project progress meetings to be attended by representatives of Owner, Architect, appropriate trade contractors, consultants, etc. (OAC meetings). The purpose of these OAC meetings is to review the project plan; current status; identify risks; formulate action plans to manage these risks. Topics covered will include, at a minimum, safety; progress of the job; weather days and delays; schedule look ahead and constraints; non-conforming work; open action items; new business; plus/delta. At the conclusion of each OAC meeting, the CMAR shall prepare meeting notes with outcomes and action items and shall distribute these documents to the project team.
- The CMAR will prepare and submit to Owner and Architect a project monthly report which shall include, without limitation, constraint log; manpower report; schedule update; weather days; site logistics; progress photos; log of Owner approvals; change log; submittal log; RFI log; document issuance log; nonconforming work log (QA / QC); equipment inventory log.

Project Controls.

- To manage and disseminate all project documents, meeting minutes, RFI's, drawings, etc., the CMAR will utilize the cloud-based software system designated by the Owner.
- The CMAR will work with the Architect and Owner's PM to establish and implement procedures for identifying all required shop drawings, submittals and mockups, and for expediting approval thereof by Owner and Architect.

5. Bid Packaging.

Upon completion of the drawings for specific phases of the work, preparation shall be made for assembling the bidding documents into appropriate bidding packages. The number of separate bid packages or contracts shall be determined by the CMAR in concert with the Owner's PM and the Architect/Engineer. The CMAR shall assist the project Team in developing bid packages in a way that maximizes value and minimizes contractual allowances, thereby controlling the Owner's financial risk.

6. Preparation of the Bidder's List.

The CMAR shall prepare the bidders' list with input and approval from the Owner for the various bid packages. CMAR shall have intimate knowledge of the available work force in the locality of the project and the experience to analyze and prequalify potential trade contractors as to professional competence and overall ability to successfully complete the work on which they are bidding.

7. Pre-Bid Conference.

The CMAR shall be responsible for arranging a pre-bid conference for each package of work, potentially including site inspection, for the purpose of informing prospective bidders of special conditions or requirements of proposed work.

8. Bid Receipt, Review, and Evaluation.

CMAR shall obtain bids for each trade contract from an appropriate number of qualified bidders to obtain the most reasonable price for acceptable work. shall receive bids and, in concert with the Owner's Project Manager and Architect/Engineer, review and evaluate them. When tabulating results for each bid package, the CMAR shall complete a bid-leveling process whereby each response will be analyzed for completeness as to scope, and consistency with bidding instructions.

9. Award of Trade Contracts (Buy Out).

If the low bid for any bid package exceeds CMAR's budget line item price, the CMAR shall consult with the Owner to determine the next steps in the best interest of the project. After evaluating the following options, the Owner shall direct the CMAR to take appropriate action.

- Reject all bids and issue a revised invitation to bid.
- Negotiate with the low bidder to reduce the price of the bid package to a cost not exceeding the budget line item price.

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- Recommend award of a contract to the low bidder for a price exceeding the budget line item.

The CMAR shall submit for approval by Owner, a standard form of subcontractor Agreement on a lump sum basis and shall not deviate from this form without the written consent of Owner.

The Owner or their designated representative shall be responsible for approving awards of all trade contracts after evaluation of bids and recommendation by CMAR and Architect. Upon such approval, CMAR shall award separate subcontracts, as required, to provide all labor and materials for construction of the project.

Each subcontract awarded by CMAR shall be a separate Agreement awarded on a lump sum basis, predicated on competitive bids or negotiation. The relationship of CMAR to any trade contractor is the same as that of a general contractor to a subcontractor.

10. Project Closeout.

The CMAR shall identify all items of work to be completed or corrected to conform to the Contract Documents ("Punch List") at the time of substantial completion of each phase of the work.

The CMAR shall determine, with concurrence of Owner, the amount of payment to be withheld from each trade contractor until Final Completion of each phase of the work.

The CMAR shall secure the consent of their surety and those of their trade contractors for a reduction in retainage or the remittance of Final payment(s).

The CMAR shall transmit to Owner's Representative all warranties, affidavits, receipts, releases, waivers or bonds indemnifying Owner against liens.

The CMAR shall be responsible for maintaining project as-built drawings as construction advances. The CMAR shall forward to Architect all as-built drawings so that the Architect may compile Record Drawings of the job.

The CMAR shall be responsible for compiling new asset data in the format prescribed by the Owner and uploading this information into the Owner's Maintenance Management System.

SECTION 4 CMAR's COMPENSATION.

The CMAR's compensation structure will be "cost of work plus a fixed fee with a Guaranteed Maximum Price". It is the Owner's intent to enter into a two-part Agreement with the successful Construction Management firm. The primary purpose for using the two-part agreement is to allow the Owner to enter into a limited obligation with the CMAR during the early design phase of the Project. The two-parts consist of:

1. The CMAR's preconstruction consulting services during the preconstruction phase and development of the GMP. These services shall be executed through award of an AIA A133-2009 form of Agreement.
2. The CMAR's Guaranteed Maximum Price and Services during the Construction Phase. These services will be awarded via an amendment to the AIA A133-2009 contract document referenced above.

CMAR's fee and cost structure will consist of the following:

1. Preconstruction Services: A not-to-exceed fee for services rendered during the preconstruction and design development phase.
2. CMAR Fee on the Cost of Work: This fee shall be a percentage of the reimbursable cost of work.
3. General Conditions / General Requirements (GC / GR): For purposes of this proposal, GC / GR shall be a not-to-exceed amount based on the schedule and scope of work. Costs will be sufficiently broken down by staff and other components noted in Exhibit B. General Conditions and General Requirements shall be reimbursable at the CMAR's direct cost with zero markup and shall be subject to audit.
 - a. Insurance: CMAR shall provide Builder's Risk insurance. Construction Manager shall provide Workers' Compensation, General Liability and Excess Liability insurance coverage for both Construction Manager and Construction Manager's enrolled Eligible Subcontractors of every tier. Insurance shall be provided at rates to be determined and included in the GMP Amendment.
 - b. Bonds: All performance and payment bonds required by applicable law, including, without limitation, bonds required by Ark Code § 18-44-503.

SECTION 5 SUBMISSION REQUIREMENTS.

To be considered, candidates must submit a complete response to this RFQ. Responses must be in the order stated in this Section 5. Responses must be signed by an authorized officer of the

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company which will bind the company to RFQ submission provisions. Responses will remain in effect for a minimum period of thirty (30) calendar days after the submission date.

- Responses will be inclusive of all four elementary school campuses. (Bonneville, Orr, Sutton and Tilles Elementary School)
- Due to FSPS protocols in the current situation, Building G will be closed. Therefore, submittals are to be submitted via email. You may either send a PDF File, or if file size is too large for email you may send a hyperlink so that we may download your file.

Please send RFQ responses to:

Lance Lucas – llucas@hpmleadership.com

Shawn Shaffer – eshaffer@fortsmithschools.org

In the "Subject" line, please refer to the following:

FSPS – Access & Security Upgrades Phase 2 - Package A (Bonneville, Orr, Sutton & Tilles) – CMAR Submittal.

The CMAR shall provide the following information, in order, within their submission for proposed services:

1. Company background / leadership / market presence. Three pages max. Provide a narrative containing general information regarding the firm. Information should include company leadership; size; volume of work; expertise; experience, and capabilities. Include information about location of corporate headquarters; Arkansas work experience; *local presence and work history* in the community of Fort Smith, AR.
2. Proposed team. Two pages max. Provide an outline or diagram of the proposed team organization, including lines of authority and communication. State the % of time each individual will be devoted to this project.
 - a. During preconstruction.
 - b. During Construction through close out, whether on-site.
3. Team Resumes. One resume per page. Provide a resume for each member of the proposed team. Show which team members have worked together on previous projects. Include industry experience; number of years with the firm; experience in K-12 or equivalent campus work; formal education; professional licenses and credentials.
4. Relevant Project Experience. Five pages max. Provide a list of recent projects, including projects that are similar in size and scope to this project that have been completed in the

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last ten years. Include photos, owner name, Architect of Record and major design consultants, and reference & contact info.

Featured Project. This will be included with the five pages allowed for Relevant Project Experience section. Provide a featured project that most resembles the Barling, Cook and Woods Elementary School projects. For this featured project identify the following:

- a. Your firm's project team.
- b. The specific scope of work.
- c. Method of contracting / procurement.
- d. Timeliness of construction (completed ahead of schedule, on time, late completion, etc.).
- e. Adherence to GMP / Budget.
- f. Project challenges and how they were overcome.
- g. How your project team fostered a positive, working and professional relationship with the client, design team, and project team.
- h. What project challenges did your team overcome to achieve success for the Owner?
- i. Describe something unique that your team did to achieve success, which no other contractor would have been able to do.
- j. Photos; ownership entity; Architect of Record; major design consultants; major trade partners. Provide primary point of contact information for each of these. The Owner may check references.

5. Fast track and schedule management, including implementation of Lean Construction methods. Three pages max. Narrative of past experience and success on fast-tracked educational renovations or new construction, and how you would incorporate those techniques and lessons learned on this project.
6. Safety program. Three pages max. Provide safety Experience Modifier Rates (EMR) for each of the past five years. Provide safety Experience Modifier Rate as of today, and number of man-hours worked in the past 12 months. Explain any of the following that occurred during the past five years: major incidents including lost time accidents; insurance claims; lawsuits. Describe corporate safety program and process. Describe the site-specific safety program for this project, including measures to keep students, faculty, staff and visitors separated from construction activities, and accountability measures of internal staff as well as trade contractors.
7. Approach to compensation and other reimbursable costs. Two pages max. Proposers are **not** being asked to submit a monetized fee proposal. Rather, the owner is interested in the *approach and philosophy* CMAR candidates use, and factors considered in calculating compensation. Referring to the description in Section 4 above, explain approach to the following components of compensation:
 - a. Preconstruction Services.
 - b. Construction Services Fee (percentage of construction costs against the estimate of Cost of Work).

- c. General Conditions / General Requirements Costs. Refer to Exhibit A "Allowable General Conditions Costs".
 - d. Contingencies and Allowances. Describe and quantify as much as possible any contingencies and allowances to be included in the GMP estimate beginning at the SD stage. Explain how these contingencies and allowances will be controlled through the remainder of preconstruction and during construction.
8. Disclosure of claims and litigation. Fully explain any claims, arbitration, mediation or litigation during the past five years to which the firm, owners or directors are or have been a party, whether plaintiff or defendant. Fully explain any negotiated settlements during the past five years relating to any claims involving the firm, owners or directors, whether plaintiff or defendant.
9. Signed statement of agreement in Exhibit E. This is the CMAR's confirmation of agreement with the form and content of the Owner's amended AIA documents (A133-2009 and A201 General Conditions) together with all Exhibits. This document is included by way of Exhibit E.

SECTION 6 SCORING CRITERIA AND WEIGHT

- 15% Company leadership, stability, and presence in the local community.
- 20% Strength of the proposed team.
- 20% Relevant project experience including featured project and reference checks.
- 15% Ability to foster market competition and optimize value to Owner.
- 15% Schedule management and proficiency in Lean Construction methods.
- 5% Safety.
- 5% Approach to compensation.
- 3% Claims and litigation.
- 2% Confirm acceptance of A133 Agreement and General Conditions.
- 100% Total.

SECTION 7 SPECIAL CONDITIONS

By submitting any proposal, proposer agrees to the technical requirements listed below:

1. Related party transactions are not permitted between designers and builders working on the same project for the Owner. For purposes of this RFQ and the Construction Contract the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the designer or Construction Manager; any entity in which any stockholder in, or management employee of, the designer or Construction Manager owns any interest; or any person or entity which has the right to control the business or affairs of the other entity. The term "related party" includes any member of the immediate family of any person identified above. Construction Manager shall not subcontract with or purchase services or materials in connection with this Project from a related party.
2. CMAR will implement and maintain Lean disciplines, including the Last Planner ® system.
3. Non –Discrimination. If selected by the Owner, the CMAR will perform under the contract so as not to discriminate against any employee or other persons, on account of race, color, sex, sexual orientation, religious creed, ancestry, age or national origin, and that Owner, upon receipt of satisfactory evidence of any such discrimination, shall have the right to cancel the contract immediately without any back charge.
4. MWBE Participation. If selected by Owner, the CMAR will make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CMAR's solicitation of goods and services.
5. Right of Refusal. Owner reserves the right to accept or reject any and all proposals, in whole or in part, to take exceptions to parts of any proposal, and to request oral and/or written clarification of proposals. Proposers may be excluded from consideration for failure to comply with any requirement of the RFQ. Owner reserves the right not to award the contract to any proposer.
6. Incurred Proposal Cost. Proposers will respond to this RFQ at their own cost. Owner will have no liability with respect to such costs.
7. Tax-Exempt Status. Owner is not exempt from sales and use taxes in the State of Arkansas. As such, all proposals should consider this status when providing a response to this RFQ.
8. Non-Binding Agreement. Owner's acceptance of a proposal shall not form a binding contract with the selected CMAR. The formation of a binding contract between Owner and the selected CMAR is contingent upon execution of the AIA A133 Agreement between the parties.

SECTION 8 CONTACT WITH OWNER

1. After this RFQ has been issued, and until Owner has completed a contract with CMAR, no proposer shall attempt to contact Owner for any reason except as described in this RFQ for purposes of the pre-proposal meeting; site inspection; RFI's; Interviews.
2. Owner has the right to disqualify any proposer who violates the spirit of item number 1 above.

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Sutton Elementary School
Tilles Elementary School**

3. Any questions arising as a result of the pre-proposal meeting/site visit must be submitted, via e-mail, in writing to the HPM contact person listed below, and must be received no later than 2:00 PM CST on the date noted on the cover sheet of this RFQ. Each proposer should compile RFI's into one submission. Owner will provide a full list of questions and responses to all companies who attend the non-mandatory pre-proposal meeting/site visit.
4. In the event it becomes necessary to revise any part of this RFQ (or attachments hereto), such revisions will be posted on the Owner's website in the Accounting Department;
Current Bid / RFP Opportunities:
<https://fsps.bonfirehub.com/portal/?tab=openOpportunities>.
5. All communications concerning this RFP, including questions regarding any information contained in this RFP should be directed in writing to:

Attention: Lance Lucas, HPM
c/o Fort Smith Public Schools
3205 Jenny Lind Road, Building G
Fort Smith, AR 72901
llucas@hpmleadership.com

EXHIBIT A
Allowable General Conditions / General Requirements

1. Actual costs of on-site project management staff, i.e., salaries, payroll taxes, benefits, truck & travel.¹
 - a. Safety Manager
 - b. Project Executive
 - c. Senior Project Manager
 - d. Project Manager
 - e. Assistant Project Manager
 - f. Senior Superintendent
 - g. Superintendent
 - h. Assistant Superintendent
 - i. Senior Project Engineer
 - j. Project Engineer
 - k. Assistant Project Engineer
 - l. Administrative Assistant
 - m. Schedule Manager (hourly)
 - n. Cost estimator (hourly)
2. Transportation Costs²
 - a. Travel costs for out of town corporate leadership to visit job site³
3. Actual cost of performance and payments bonds
4. Actual cost of temporary services
 - a. Dumpsters and trash removal
 - b. Electricity
 - c. Land line telephone
 - d. Internet service
 - e. Domestic water
 - f. Sanitary sewer
 - g. Fire protection
 - h. Temporary toilets
 - i. Street rentals

¹ Paid Time Off (PTO) includes vacation, holidays and sick time, and is an allowed payroll burden cost. Owner will reimburse CMAR for allowable personnel costs on the basis of *actual hours worked*.

² Mileage for daily commuting / parking / tolls are *not* allowable costs.

³ Requires Owner approval in advance.

EXHIBIT A

Allowable General Conditions / General Requirements (Continued)

5. Actual cost of field office; supplies; other job costs
 - a. Costs of mobilization and demobilization
 - b. Job site trailer and furniture
 - c. Job photos
 - d. Project milestone events if approved in advance by Owner
 - e. Postage & delivery charges
 - f. As built drawings
 - g. Barricades
 - h. Fencing and temporary walkways
 - i. Overhead protection
 - j. Site erosion control (BMP) and project entrance(s)
 - k. Steel cover plating
 - l. Vehicle wash off station
 - m. Temporary signage
 - n. Traffic control
 - o. Employee and trade partner ID system

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**EXHIBIT B
Project Design Information**

Design documents will be provided to Shortlisted candidates.

**EXHIBIT C
Preliminary Schedule Milestone Dates**

- Mobilization Date: May/June 2020
- Final Completion: July/August 2020

**EXHIBIT D
Agreement with Owner - Construction Manager Agreement and
General Conditions (A133 and A201)**

I the undersigned have read and understand the terms and conditions of the AIA A133-2009 Owner – Construction Manager Agreement and AIA A201 general Conditions ("the Agreement") as amended for use by Fort Smith Public Schools. I hereby bind my company to abide by all conditions of this RFQ and the Agreement.

Name of Company

Name of Individual

Signature and Title

Date Signed