

REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AT RISK(CMAR)

THIS IS NOT AN ORDER

ADVERTISED RFP 1213-144

RELEASE DATE: 2/23/13

Project Name: Multi-Use Athletic Center (MAC)
Project Location: Carson City, Nevada

PURPOSE AND OBJECTIVES:

The purpose of the Request for Proposals (RFP) is for the City to hire a Construction Manager to perform Construction Manager at Risk Services for the proposed Multi-Use Athletic Center (MAC). The proposed Multi-Use Athletic Center project includes building construction, site grading, paved driveway and parking lots, pedestrian sidewalks, drainage improvements, utility improvements, site lighting, landscaping and irrigation on approximately 10.6 acres of vacant land.

ADDENDA are posted on Carson City's web site <http://www.carson.org/index.aspx?page=998>. It is each Bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

CARSON CITY CONTACT PERSON:

Until the receipt and opening of proposals, the proposers' principal contact with Carson City will be as listed below. All questions are to be submitted in writing and potential Proposers will receive copies of all questions and answers except for the questions that are considered proprietary. Questions that are considered proprietary by Public Works will only be answered to the proposer who asked the question. Questions will only be received through 12:00 p.m. on November 14, 2012.

Kim Belt
Carson City Finance Department – Purchasing and Contracts
201 N. Carson Street, Suite 3
Carson City, NV 89701
775-283-7137
e-mail: kbelt@carson.org
FAX: 775-887-2107

All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other City staff or City officials may be disqualified for doing so.

RESPONSES TO RFP - DELIVERY DEADLINE

RFP response packages (5 hard copies and 1 electronic copy (.pdf format on CD) required) from all interested parties will be accepted at City Hall (address above). Packages to be addressed to the attention of Ms. Kim Belt, Purchasing and Contracts Manager, with the project title "Response to CMAR RFP – MAC" and clearly identifying the name/address of the submitting firm.

RFP response Due Date: March 21, 2013 at 4:00 p.m. (local time)

A MANDATORY PRE-SUBMITTAL MEETING will be held at the Carson City Public Works' office located at 3505 Butti Way, Carson City, on **Wednesday, March 6 at 10:00 A.M.** All interested CMAR applicants are required to attend and sign in. Firms that do not have a representative at this Mandatory meeting are not allowed to submit an RFP response. At this meeting we will discuss the project in further detail and review: scope and expectations for the selected CMAR firm, the submittal requirements, the RFP evaluation process, short listing and cost proposal, the subsequent interview process that will be used to select the successful CMAR firm(s) and the anticipated milestones of the selection, design, and construction process.

RECOMMENDATION FOR AWARD will be made by the Public Works Department based on the evaluation results of the City Review and Selection Committee. The City Review and Selection Committee will narrow the field to three or four consultants for possible oral interviews. Interviews will allow for a 20 minute presentation, 20 minutes questions and answers and a 15 minute set-up and tear down. Interviews will be conducted the week of April 11, 2013. Once the committee has made a recommendation and a contract is negotiated, the results will be posted on <http://www.carson.org/Index.aspx?page=998> and all respondents will be notified by fax of the Recommendation for Award to the successful respondent.

FINAL SELECTION will be made by Carson City, and is tentatively scheduled for May 2, 2013. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by Carson City shall be deemed final.

INTRODUCTION (General Information)

Owner

Carson City
201 North Carson Street, Suite 3
Carson City, Nevada 89701

Architect

VCBO Architects
524 South 600 East
Salt Lake City, Utah 84102

(801) 575-8800
(801) 531-9850

Note: Construction documents are roughly 60% complete on a larger facility that will need to be modified to fit the budget. Currently, the plans for a modified footprint are at schematic design. Attached to the RFP you will find .pdf copies of the cost summary, elevation, floor plans, and site plans of the proposed and modified facility.

ARTICLE 1 PROJECT DESCRIPTION AND BUDGET

Project Name: Multi-Use Athletic Center (MAC)
Building Areas: 28,670 square feet (Overall Building)
500 square feet (Administrative Offices)
630 square feet (Locker/Restrooms)
5646 square feet (Suspended Running Track)
626 square feet (Stretching Area)
Established Construction Budget: \$5,400,000

Description of the Construction:

The proposed Multi-Use Athletic Center (MAC) project includes building construction, site grading, paved driveway and parking lots, pedestrian sidewalks, drainage improvements, utility improvements, site lighting, landscaping and irrigation on approximately 10.6 acres of vacant land. See attached drawings for more information on proposed amenities.

ARTICLE 2 - FEE PROPOSAL

CMAR Fee Proposal will be required of firms being interviewed only.

ARTICLE 3 - CMAR PRE-CONSTRUCTION & CONSTRUCTION SERVICES

The scope of the selected CMAR firm's service to include, but is not limited to the following:

Pre-Construction Phase

- Participate in regularly schedule design progress meetings with the architect, the various consultants, and Carson City. The CMAR shall provide on-going input with respect to constructability, construction costs, material selection/evaluations, construction duration and phasing, sequence of construction, along with construction means and methods. Since the original facility is at 60% complete in design and the modified facility is at schematic design, an emphasis will be placed on value engineering and developing alternates that may be used to lower the overall project cost.
- Coordinate/participate in meetings with City, utility companies, and regulatory agencies in order to expedite the design/permit process.
- Development of review comments, suggestions and cost estimates throughout the phases of design.
- Development of constructability and value engineering suggestions throughout

the phases of design – considering different design/material/life cycle elements.

- Assisting Carson City in the development of potential bidders lists and coordination of the input from various subcontractor with regards to each of the items described in the description of work.
- Development of a Guaranteed Maximum Price (GMP) based on the nearly complete Construction Documents.
- The GMP will have a stated contingency for “Owner’s Purposes” and another contingency for CMAR usage called “Estimating contingency” with specific uses allowed upon documentation and agreement with Owner. After project completion and upon final audit and reconciliation of costs, the CMAR will share in any savings between the GMP and actual final cost (including all project costs, stated CMAR fee & General Conditions). Any resulting savings will be split 50-50 between Carson City and the CMAR, with the CMAR share being capped at an additional 1% fee. CMAR will not share in savings (if any) on the balance remaining in either of the contingency amounts.

CMAR’s Construction Phase

Upon agreement of the GMP Proposal with the Owner, construction phase services consist of construction and management for the delivery of the project based on a GMP contract. These services include by are not necessarily limited to: construction, utility coordination, scheduling, procurement, subcontractor/supplier bids and proposals, award, management, bonds, insurance, contract administration, billing/lien releases and prevailing wage reporting/accounting, safety management, quality control and finally closeout documents (final wage reports, billings, lien releases, O&M manuals, as-builts, warranties, final subcontractor listing, etc...).

Service by Others

Testing/inspection services, design/engineering consultants, property survey (construction staking included in CMAR contract), potential test/balance and commissioning may be part of Owner provided services or might be included within the CMAR GMP.

The Owner reserves the right to negotiate additional services with the selected firm as it may deem necessary to fulfill the Project’s needs and intent.

ARTICLE 4 - PROJECT AND RFP TIME SCHEDULE

NOTE: These dates are tentative and are subject to revision by the owner.

Request for Proposal (RFP) issued	February 22, 2013
Mandatory pre-Submittal meeting	March 6, 2013
Request for Proposal due date	March 21, 2013
Notification Issued to Short-Listed CMAR firms	April 1, 2013
Final Proposal/Cost Proposal Due Date – Short-Listed firms	April 8, 2013
Anticipated Interviews of Short-Listed CMAR firms	April 11, 2013

Anticipated Notification of selected CMAR firm	April 15, 2013
Anticipated Awards Date	May 2, 2013
Design/Construction Initial team meeting (all day meeting)	Week of May 13, 2013
Anticipated Beginning of Construction	August 2013

The Baseline Project Schedule includes a tentative schedule of events and dates. The Baseline Project Schedule is subject to change as deemed appropriate by the Owner.

The official award will be at the Board of Supervisors meeting. The Boards' decision will be final.

The schedule for Construction Documents, CMAR GMP Proposal, CMAR Construction Agreements, Construction and Completion for the project will be jointly determined by the Owner, Design Team, and CMAR at the Initial team meeting.

ARTICLE 5 - STATEMENT OF PROPOSALS SUBMITTAL REQUIREMENTS

The submittal shall be bound and indexed and shall be separated into the following specific categories. A cover letter shall be included that addresses pertinent general information as deemed appropriate (including the contact person for the applicant along with phone number and e-mail address). The cover letter is EXCLUDED from the page count.

THE PROPOSAL SHALL BE LIMITED TO 25 PAGES, excluding items noted in each section. The proposal shall be bound, indexed, and contain (in this order) the following information:

1. Firm Information

Firm name, business address, year established, type of firm ownership (i.e., single source, joint venture), name and address of parent company, former parent company names, name and contact information for principal personnel, areas of responsibility, and total number of personnel. Include an explanation of whether or not the applicant has an office within Carson City (or the contiguous counties to Carson City in Nevada).

Page count: All items in this section are part of the page count limit.

2. Firm Organizational Chart

Provide a project-specific organizational chart. Indicate lines of responsibility and/or communication. Specifically include the CMAR team leader, project manager, estimator, superintendent, schedule coordinator and relationships between Owner and Architect.

Page count: All items in this section are part of the page count limit.

3. Current Workload

Provide a list and a summary paragraph describing the firm's current workload,

including a list of project names and the associated contract values and rough percentage of completion.

Page count: All items in this section are part of the page count limit

4. Key Personnel on this Project

Provide a resume for each key person that will be assigned to this Project. Include their name and title, project assignment, total years of construction experience, years of experience with CMAR, years of experience with this firm, education including degree(s), year and discipline, active registrations and licenses including the number and State, qualifications, and experience. Describe the specific role performed on each project listed in the resume, highlighting projects of similar size and scope where the person's role was similar to their role on this project. As a minimum provide a resume, qualifications, and experience for the Project Manager, Superintendent, Estimator, and Schedule Coordinator (for both Pre-Construction and Construction phases if different).

Page count: Resume pages are EXCLUDED from the page count.

5. Project Experience in CMAR Method of Delivery (including any other Alternative Project Delivery Methods).

Include project name, project description, client references of those who have knowledge of the background, character and technical competence of the applicant (including contact name, address, and telephone), completion date, project budget, type of services provided, and other pertinent information for up to 5 projects.

Page count: All items in this section are part of the page count limit.

6. Project Experience in Projects of Similar Size and Scope (CMAR or Non-CMAR Experience).

Include project name, project description, client references of those who have knowledge of the background, character and technical competence of the CMAR firm (including contact name, address, and telephone), completion date, project budget, type of services provided, and other pertinent information for up to 5 projects of similar size and scope, both public and private, including an explanation of the experience the applicant has in assisting in the design of such projects and an explanation of the applicant has in such projects in the State of Nevada.

Page count: All items in this section are part of the page count limit.

7. Project Implementation

- Describe your approach to performing pre-construction services.
- Describe how you would typically involve subcontractors in the Pre-Construction process and obtain subcontractor bids in a CMAR process.

- Describe your approach to performing construction administration and construction management.
- Describe your approach to controlling the project construction budget and schedule.
- Describe your approach to performing quality assurance/quality control during construction.
- Describe your approach to administering a safety program.
- Describe your approach to achieving project close-out (commissioning, punch-list, and warranty work).
- Discuss your approach to request for change orders from subcontractors.
- Discuss what you believe is a legitimate change order to the GMP contract for additional time, cost, and general conditions.
- Discuss how you deal with adverse weather conditions and the potential costs/delays that might arise due to weather.
- Provide an explanation of what work duties are being completed out of the office within Carson City (or contiguous counties to Carson City in Nevada).

Page count: All items in this section are part of the page count limit

8. Past Performance (for all projects with a construction cost between \$1,000,000 and \$25,000,000 completed in the last 5 years)

- List the name and general description of each project.
- List your firm's record of cost performance (list contract award amount versus final construction cost). Explain any cost deviations.
- List your firm's record of schedule performance (list original schedule versus final completion date). Explain any schedule deviations.
- Provide a letter certifying that your firm has not been disqualified from any project (per NRS 338.1691.2).

Page count: All items in this section are part of the page count limit

9. Litigation & Dispute History (list all projects that have had litigation or disputes within the last 5 years)

- Have liquidated damages been assessed against your firm? If so, describe when, where, and why.
- Has there been a termination from a contract before completion? If so, describe when, where, and why.
- Has your firm been declared to be in default on any contract (whether bonded or not bonded)?
- Has any type of settlement been paid by your firm or to your firm in excess of \$25,000? If so, describe when, where, and why.
- Has there been a judgment rendered for breach of contract, other than a breach for legitimate cause? If so, describe when, where, and why.
- If a judgment has been entered and a case has been appealed, provide the general facts of the case and the basis of the appeal.

Page count: All items in this section are EXCLUDED from the page count.

10. Miscellaneous Submittal Requirements

- The applicant shall include a copy of his current State of Nevada Certificate of Eligibility.
- The applicant shall include a copy of the Preferential Bidder Statute Affidavit (copy attached).
- The applicant shall include a copy of his current Nevada Contractor's License.
- The applicant shall include the Safety Programs established and the safety records accumulated by the firm.

Page count: All items in this section are EXCLUDED from the page count limit.

11. Insurance and Bonding Capacity

- Submit evidence of the financial capability of your bonding company.
- Is your bonding company listed by the United States Treasury?
- Submit written certification or other appropriate evidence from your bonding company confirming that your firm will have bonding capacity if this project, estimated at the value listed in Article 1 of this Request for Qualifications, is added to your current and anticipated workload.
- Submit evidence that your firm is covered by workers compensation insurance as stipulated in the CMAR General Conditions of the Contract.
- Present evidence of ability to obtain insurance per limits as stipulated below.

The CMAR shall maintain limits no less than:

- General Liability: \$10,000,000 minimum or the amount customarily carried by CONTRACTOR, whichever is greater, combined single limit per occurrence for bodily injury, personal injury and property damage with an endorsement that shows the \$10,000,000 limit applies solely to this project. General Liability coverage shall specifically apply to the acts and/or omissions of CONTRACTOR and its subcontractors. Moreover, the above General Liability coverage shall be maintained in full force and effect for five (5) years from the date of completion of the project, and shall solely apply to this project.
- Automobile Liability: \$2,000,000 minimum or the amount customarily carried by the CONTRACTOR, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limits may apply. Non-owned and hired automobile liability must be included.
- Workers' Compensation: CONTRACTOR shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.

Page count: All items in this section are EXCLUDED from the page count limit.

12. Drug & Alcohol Policy

- In order to be eligible to perform work on Carson City (CITY) construction projects all contractors who will work on such projects must have in existence a Drug and Alcohol Policy. This requirement is a reasonable precaution to ensure a safe and drug-free environment on City construction projects as they may involve workers being in relatively close contact with the public or users of the adjacent Boys & Girls Club.

Page count: All items in this section are EXCLUDED from the page count limit.

ARTICLE 6 - CMAR EVALUATION AND SELECTION CRITERIA

Evaluations will be based on the information requested and provided in the CMAR's Proposal. The defined categories will be evaluated on a percentage score or on a pass/fail basis, as may be applicable. All proposers understand and accept that the weighted selection criteria are both subjective and objective by nature and that the weight factor of each category is intended to define its relative importance. The final ranking of each firm will be based on a combined evaluation of all evaluation criteria. By submitting Proposal, the proposer acknowledges that Carson City has sole and absolute discretion in determining the selection criteria and in evaluating the proposer based on the selection criteria in each category.

RFP Evaluation/Selection Criteria and Weighting

1. Number of CMAR Projects managed by the applicant in the State of Nevada. 20 points
2. Project Experience with projects of similar size and scope in both public and private sectors. 15 points
3. Project experience with similar projects in the State of Nevada both public and private sectors. 10 points
4. Professional Qualifications and experience of the applicant personnel, including the resume of any employee who will be managing the pre-construction and construction of the work. 20 points
5. The proposed implementation plan of the applicant to manage the pre-construction and construction of the work which sets forth the ability of the applicant to provide pre-construction services and to construct the work. 20 points
6. Whether or not the applicant has an office within Carson City (or the contiguous counties to Carson City in Nevada). 5 points
7. The safety program established and the safety records accumulated by the applicant. 5 points
8. The evidence that the applicant holds a Certificate of Eligibility for Preferential Bidders status per NRS 338. 5 points

Total Possible Points	100 points
9. Statement of whether the applicant has been found liable for breach of contract with respect to a previous project, other than breach for legitimate cause, during the five years preceding the date of the advertisement for this proposal pursuant to NRS 338.1692. (NRS 338.1691)	Pass/Fail Pass/Fail
10. Statement of whether the applicant has been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475, or 408.333. (NRS 338.1691)	Pass/Fail
11. The evidence of the ability of the applicant to obtain the necessary bonding for the work as defined in the RFP.	Pass/Fail
12. The evidence of the ability of the applicant to obtain the necessary insurance for the work as defined in the RFP.	Pass/Fail
13. The evidence that the applicant is licensed as a contractor pursuant to chapter 624 of NRS. (NRS 338.1691)	Pass/Fail

Note: If an applicant has a “Fail” on any of the above “Pass/Fail” criteria, their proposal will be rejected.

Short listed firms only will be asked to review pre-construction & construction agreements and general conditions of the contract for comments.

RIGHT TO REJECT PROPOSALS:

Submission of proposal indicates acceptance by the Consulting Firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between Carson City and the Consulting Firm selected.

Carson City reserves the right to reject any or all proposals and to award to the proposer the City deems most qualified and whose award of the contract will accrue to the best interests of the City.

Late proposals will not be accepted. Prospective proposers are held responsible that their proposals arrive at the Carson City Finance Department - Purchasing & Contracts on or before the designated time and date.

WITHDRAWAL OF PROPOSALS:

Requests to withdraw proposals received after the time and date set for opening and acknowledging proposals will not be considered.

CONTRACT TERMINATION:

Carson City reserves the right to terminate the contract if the Consultant does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited, to the following:

Failure to provide sufficient personnel as identified in the RFP.

Failure to provide the principal Team as submitted.

Substitution of the Team or other identified personnel without prior approval of Carson City.

INSURANCE

General Liability:

The successful Proposer shall be required to furnish and maintain throughout the term of the proposed Agreement, such general liability and property damage insurance as shall protect him/her and any sub-consultants, agents, and employees performing work covered by the proposed Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the proposer's performance, or by any sub-consultant, person, firm, or employee directly or indirectly employed by him/her. The successful Proposer shall furnish the City a certificate of said insurance, with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury as well as property damage and with the City added as a co-insured.

Worker's Compensation:

The successful Proposer shall purchase and maintain throughout the term of the contract such Industrial Insurance (SIIS) as will protect him from claims which may arise out of or result from the Consultant's execution of the work on this project, whether such execution be by the Consultant or by any sub-consultant, or by anyone directly or indirectly employed by any of the consultants, or by anyone for whose acts any of them may be liable.

OBJECTION BY UNSUCCESSFUL PROPOSER:

Any unsuccessful Proposer may file an objection to the City regarding the selection of the City Review and Selection Committee by following the

procedure outlined in Paragraph 10.2 below. Information on the results of the Committee's evaluation may be obtained on <http://www.carson.org/Index.aspx?page=998> and will be faxed to each respondent.

Any objection shall be written and submitted to the Finance Department before the recommendation shall be scheduled to be heard by the Board of Supervisors. The objection will be placed on the next available Board of Supervisors meeting agenda.

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2 STORY - 28,670 SF - RECREATION CENTER

Space Summary

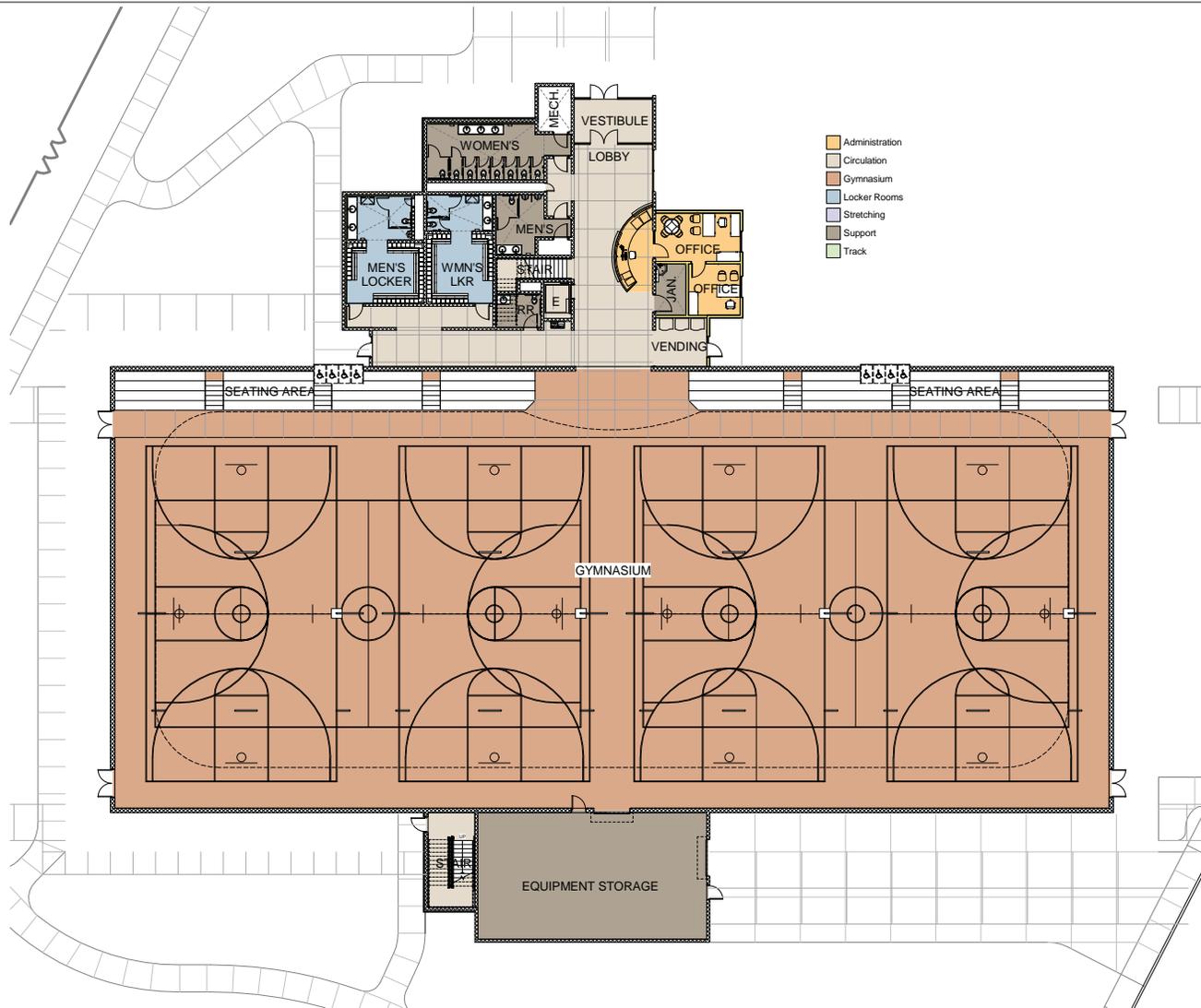
Space Type	Area
MAC Gymnasium	21,260 SF
Spectator Seating	425 seats
Child Care	NA
Administrative Offices	500 SF
Locker/Showers	630 SF
Exercise Studio	NA
Bouldering Cave	NA
Party Room	NA
Fitness Center	NA
Suspended Running Track	5,646
Stretching	626

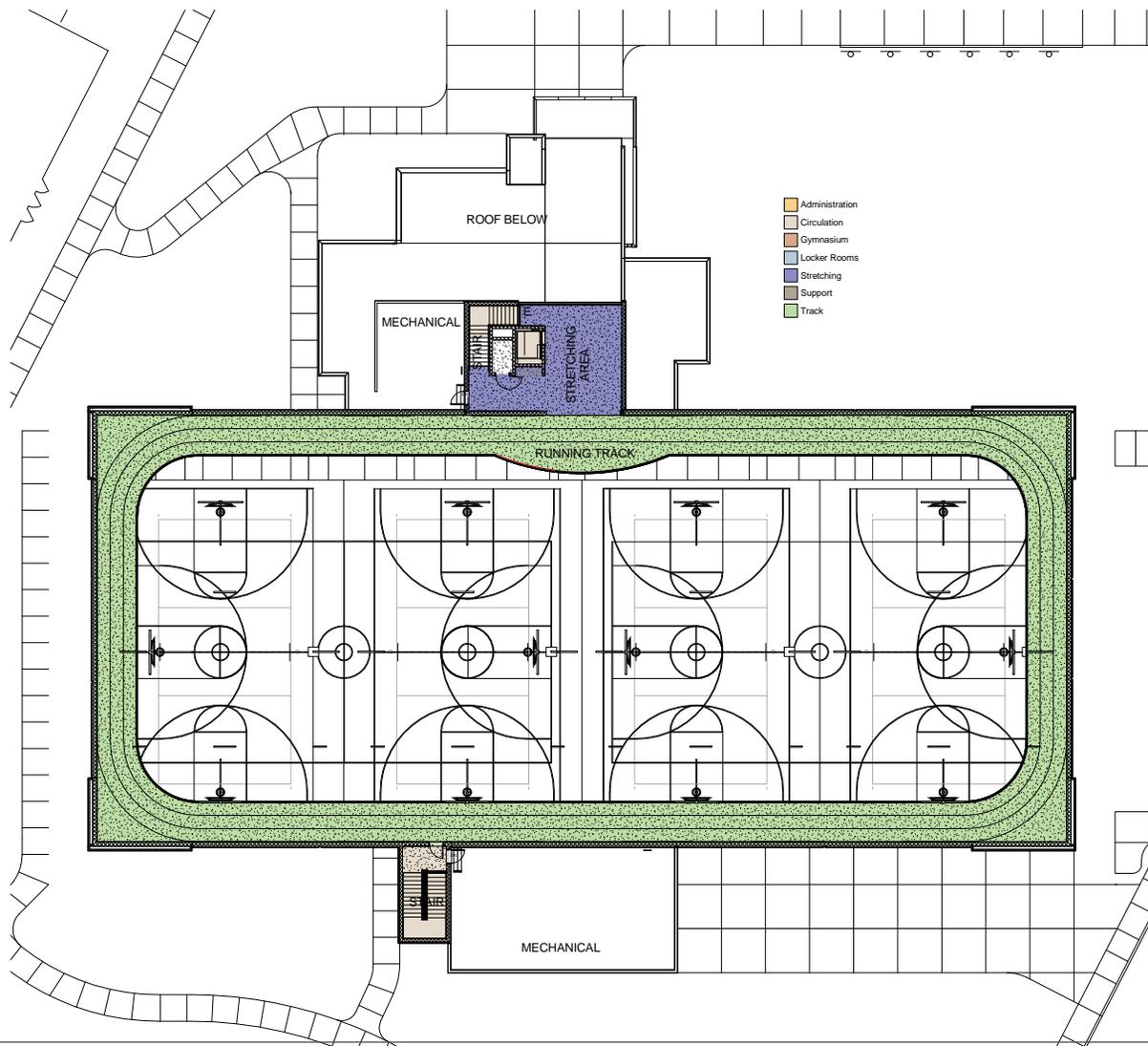
* These costs are estimates of construction costs only and do not include design, permitting or FF&E costs.

Cost Summary

Div.	Category	Unit Cost	Project Cost	
02	Sitework & Demolition	\$33.41	\$957,761	
03	Concrete	\$10.10	\$289,697	
04	Masonry	\$18.80	\$539,032	
05	Metals	\$18.17	\$521,049	
06	Woods & Plastics	\$1.57	\$45,054	
07	Thermal & Moisture Protection	\$15.52	\$444,845	
08	Doors & Windows	\$5.98	\$171,307	
09	Finishes	\$17.41	\$499,008	
10	Specialties	\$2.38	\$68,127	
11	Equipment	\$7.27	\$208,365	
12	Furnishings	\$0.19	\$5,443	
14	Conveying Equipment	\$2.15	\$61,600	
15	Mechanical	\$18.96	\$543,661	
16	Electrical	\$14.42	\$413,450	
Subtotal		\$164.60	4,768,399	
	General Conditions	6%	\$9.98	286,104
	Overhead & Profit	5%	\$8.32	238,420
	Design Contingency	5%	\$8.32	238,420
Total Construction Cost		\$192.93	\$5,531,343	







NORTHRIDGE DRIVE

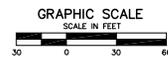
RUSSELL WAY

BELMONT AVENUE

MULTI-PUPOSE ATHLETIC COMPLEX (M.A.C.)

EXISTING BOYS AND GIRLS CLUB

- NOTES
1. SEE LANDSCAPE PLANS FOR SIDEWALK JOINT LOCATIONS AND FINISHES.
 2. SEE STRIPING AND STORAGE PLANS FOR PARKING LOT PAINT MARKINGS.
 3. PARKING PROVIDED:
 8 M.A.C. CONSUMERS
 127 SPACES
 5 ACCESSIBLE SPACES
 132 SPACES TOTAL



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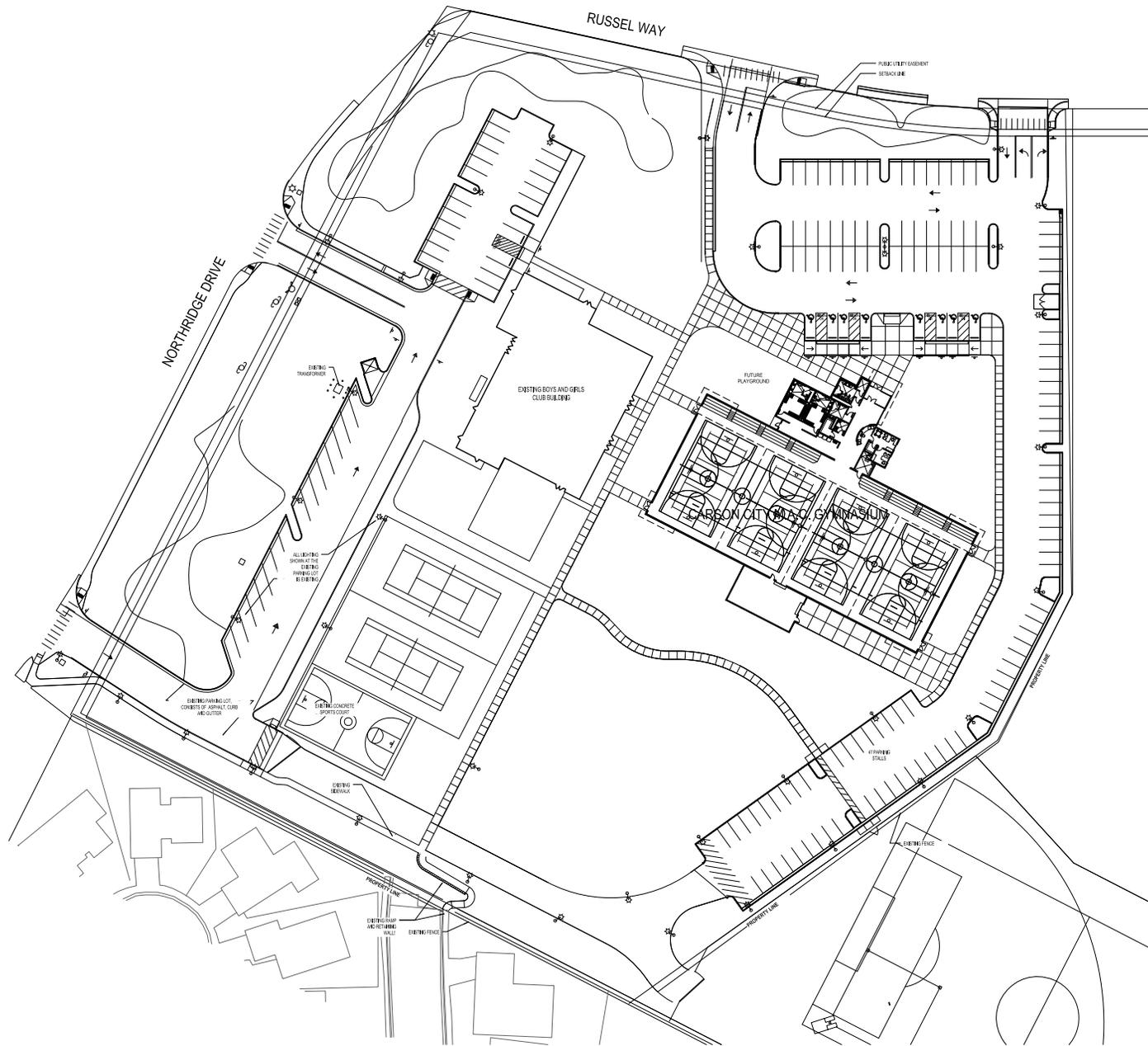
WWW.LUMOSENGINEERING.COM

CARSON CITY M.A.C. GYMNASIUM
 CARSON CITY PARKS & RECREATION DEPARTMENT
 CARSON CITY, NEVADA

Design Development - 60% Review Set

Rev#	Date	Drawn By

Sheet 11385
 Date 01-30-2012
 Drawn by H.F.
 SITE PLAN



CARSON CITY MAC GYMNASIUM - BUILDING SITING OPTION
 SCALE 1" = 30'