

Section I – RFP Intent, Due Date and Contact Information

A. Introduction

1. Greensburg Community Schools (the “Owner”) located in Greensburg, Indiana is issuing this Request for Proposals (“RFP”) for the services of a Construction Manger as Constructor (“CMc”) as allowed under Indiana Code 5-32. The responsibilities of the CMc will include Preconstruction Phase Services and Construction Phase Services for the Greensburg Community School Football Complex Building Project (the “Project”), construction project as described in Section II of this RFP. The Agreement will include a Guaranteed Maximum Price (“GMP”) as described in Section V of this RFP.

B. Proposal Due Date, Time and Location

1. One printed copy and one PDF digital copy (USB drive, CD/DVD, or SD Card media are all acceptable) of the proposal are due no later than 1:00 PM (local time) on January 29, 2021 at the administration office of the Owner, which is located at 1312 W Westridge Pkwy, Greensburg, IN 47240. Any postal/courier service is the agent of the Offeror, not the Owner.
2. Proposals shall be submitted to the attention of Tom Hunter, Superintendent, and shall be in envelopes clearly identified with the Offeror’s name labeled as:

“Proposal for Construction Manager as Constructor for the
Greensburg Community School Football Complex Building
Project”

3. Proposals will be opened and evaluated by the Owner’s Evaluation Committee (“EC”) privately. The intent of the EC is to present a recommendation for selection to the Greensburg Community School Corporation School Board at their February 9, 2021 board meeting.

C. Architect’s Contact Information

1. The Architect/Engineer for the Project is:

LNJ Engineering LLC
PO Box 1365
Columbus, IN 47202
Phone: 812-372-3732
Contact: Jim Lewis
Email:
JLewis@EngineeringLJ.com

2. Questions, Requests for Information, and all other contact from Offerors during the RFP process shall be submitted to the attention of the Architect/Engineer.

Section II – Project Information

A. Project Description

1. Project Scope

The Greensburg Community School Football Complex Building Project

Work will include trades required for the construction of a new Football Complex Building, including general construction, site work, mechanical, electrical and specialty trades.

The pole barn style building is approximately 52'x72' with a concrete slab-on-grade. It is an open concept with a mezzanine level for offices. Masonry wainscot around the perimeter with additional metal siding and metal roof. A short connecting link between an existing building and this building.

2. Anticipated Project Milestone Dates

Completion of Drawings and Specifications	Winter 2021
Receive/Award Bids	Winter 2021
Commence Construction (New Building)	Spring 2021
Complete Construction (New Building)	Summer 2021
Occupy Entire Building	August 2021

3. Project Budgets

- a. The estimated construction budget for the Project, including Preconstruction Phase Services and Construction Phase Services to be performed by the CMc is \$500,000.
- b. The estimated construction budget excludes associated soft costs such as architect/engineer's fees, Owner's attorney fees, builder's risk insurance, costs of financing, and fees for surveying, geotechnical investigation, testing during construction, building commissioning, hazardous materials testing and abatement, and costs of furnishings and loose equipment.

Section III – Instructions to Offerors

A. Format of Proposals

1. Proposals Shall Be Formatted as Follows

- a. Proposals shall include one (1) letter sized (8.5" x 11") printed copy and one (1) PDF digital copy (USB drive, CD/DVD, or SD Card media are all acceptable) of the proposal addressing all items. Proposals may be bound and formatted at the discretion of the Offeror, but information shall be presented in the same order as the list provided herein.

B. Content of Proposals

1. Proposals shall include the following information:
 - a. Proposing Firm's Identification
(Differentiate between Main Office and Responding Office if Applicable)
 - i. Name of Firm
 - ii. Year Established
 - iii. Mailing Address
 - iv. Phone Number
 - v. Website Address
 - vi. Name and Title of the Primary Point of Contact for the RFP Process
 - b. Proposing Firm's Business Organization and Operations
 - i. Business Structure: Individual, Partnership, or Corporation
 - ii. Provide a brief history of your firm
 - iii. Provide an overall organizational chart of your firm
(Differentiate between Main Office and Responding Office if Applicable)
 - Indicate the principals/officers of your firm
 - Indicate the employees in your organization that will be directly involved with this project.
 - iv. Indicate the number of years your firm has provided any of the following services (list separately):
 - Design-Build Services
 - Construction Manager as Constructor Services
 - Prime Contractor for multiple trade projects
 - v. Provide a statement affirming that your firm meets the requirements of Indiana Code 5-32, all other applicable state and federal laws, and is in compliance with the Federal E-Verify program.
 - vi. Provide a statement affirming that your firm will meet the minimum insurance requirements for this project, along with a sample Certificate of Insurance indicating the required coverages.
 - vii. Provide evidence that your firm has the necessary bonding capacity available for this project.
 - c. Proposing Firm's Relevant Project Experience and References
 - i. List exemplary public K-12 projects completed within the last five (5) years where your firm has served as the Prime Contract holder. Identify the project name, location, delivery method used, size (square feet of new construction and/or square feet of renovations), project cost (in hard cost construction dollars), main point of contact for the K-12 client, main point of contact for the Architect, and your firm's primary project staff for each.
 - ii. If different than the items above, list three client references which your firm has worked with in the last three (3) years who may provide additional insight on working with your firm.

- iii. List any public projects within the last ten (10) projects wherein your firm was unable to complete the Work after commencing construction.

- d. Proposing Firm’s Anticipated Project Staffing
 - i. Provide an organizational chart of your proposed team for this Project.
 - Provide resumes for each of the proposed team members highlighting credentials, relevant skills and project experiences.

- e. Proposing Firm’s Project Approach
 - i. Describe your firm’s typical anticipated approach to Preconstruction Phase Services for this Project with regard to:
 - Attendance at Design Meetings
 - Cost estimating
 - Scheduling
 - Evaluating the cost and schedule for various potential project designs, systems, and solutions
 - Cost versus value management
 - ii. Describe your firm’s approach to procuring bids and your firm’s recommended method of pre-qualifying potential bidders of first tier subcontracts as allowed under Indiana Code 5-32.
 - iii. Describe your firm’s safety program and methods of enforcement of on-site safety practices with other Project team members.
 - iv. Describe your firm’s drug testing and background check programs and practices for your staff and other subcontractors.
 - v. Describe your firm’s ability and intent to self-perform portions of the work.
 - vi. Describe your firm’s method of managing project communications.
 - vii. Describe your firm’s method of providing detailed Accounting Records as required by the Agreement, and providing access to such records to the Owner’s auditors “Open Book Pricing”

- f. Proposing Firm’s Fees
 - i. Identify your firm’s proposed fixed fee for Preconstruction Phase Services for this Project.
 - ii. Identify your firm’s proposed fee as a percentage of the Cost of the Work for Construction Phase Services for this Project – “Billing Rules”.

Section IV – Evaluation Process

A. Evaluation of Proposals

1. Rights of the Owner and Conditions for Offerors

- a. The Owner has assembled an Evaluation Committee to administer the selection
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process. The Owner's process for selection of the CMc and Owner's rights during the selection process will be according to Indiana Code 5-32, other applicable laws, and as described within this RFP. The Owner and the Owner's Evaluation Committee will at their sole discretion determine the merit, quality, value, and rank of the Proposals.

- b. The Owner's Evaluation Committee may select a short-list of Offerors to interview. Offerors selected for such interviews shall be given an equal opportunity to communicate with the evaluation committee. Interviews, if conducted, will be held per the schedule indicated in this RFP.
- c. The Owner and the Owner's Evaluation Committee each reserve the right to waive any or all formalities of this RFP or the selection process, and to reject any or all proposals for any or no reason.
- d. The Owner reserves the right to terminate the selection process at any time and for any or no reason prior to executing the Contract between the Owner and the CMc. The Owner shall not be liable for any costs incurred by any Offeror during the RFP process. There will be no stipend available with respect to the RFP for the Project and no expenses of any Offeror will be reimbursed by the Owner.
- e. The Owner creates no obligation, expressed or implied, of any kind in issuing this RFP or receiving a response. Neither this RFP nor the response shall be construed as a legal offer.
- f. The form of Agreement between the Owner and any selected CMc shall be as identified in Section V of this RFP. The Owner may negotiate the terms of the Agreement with any offeror prior to execution of the Agreement.
- g. All items submitted by Offerors to the Owner may be considered public documents under applicable public records laws and may be subject to disclosure.

2. Owner's Evaluation Committee

- a. The Owner's Evaluation Committee ("EC") is:
 - i. Superintendent, EC Chair
 - ii. Director of Facilities
 - iii. High School Principal

3. Owner's Evaluation Criteria

- a. The EC will evaluate proposals based upon the following criteria:
 - i. K-12 Experience
 - ii. Years in Business
 - iii. References
 - iv. Project Approach
 - v. Proposed Key Project Personnel
 - vi. Financial, Bonding, and Staffing Capacity
 - vii. Safety Record
 - viii. Pricing Model

4. The Owner’s Anticipated Evaluation and CMc Selection Schedule is:

a. 1 st Public Notice	Jan. 7, 2021
b. RFP Available	Jan 7, 2021
c. 2 nd Public Notice	Jan 14, 2021
d. Last Day for Questions from Offerors	Jan 21, 2021
e. Addendum to the RFP Available	Jan 22, 2021
f. Proposals Due	Jan 29, 2021
g. Recommendation to School Board	Feb 9, 2021

Section V – Contract and CMc Fees

A. Form of the Contract

1. The Contract between the Owner and the CMc (the “Agreement”) for these services will be AIA A133-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the cost of the Work Plus a Fee with a Guaranteed Maximum Price (and Contract Time), and all associated or incorporated documents including AIA A201-2017 General Conditions of the Contract for Construction, the published Supplementary Conditions to the General Conditions of the Contract for Construction, and the Guaranteed Maximum Price (and Contract Time) Amendment to the Agreement, and any other amendments or changes to the Agreement. The “Contract Documents” shall be as defined by AIA A133-2009.
2. The Agreement may be terminated prior to or after the establishment of the GMP per the terms of the Agreement. If the Owner and the CMc cannot agree upon the Compensation for Construction Phase Services and the Guaranteed Maximum Price (and Contract Time), the Owner may exercise any or all rights and remedies available per the Agreement and per Indiana Code 5-32.
3. The separate Contract between the Owner and the Architect shall be AIA B133-2014.

B. The Guaranteed Maximum Price (and Contract Time) for the Project shall be determined after bids have been received from first tier subcontractors and prior to commencing construction.

1. Because bids from first tier subcontractors will have been received prior to establishing the

GMP, the Cost of the Work included in the GMP Proposal shall reflect the as-bid costs for the division of the work by trade category in lieu of estimated costs for this work.

C. The basis of the Compensation for Construction Phase shall be the Contract Sum as agreed upon by the Owner and the CMc per the conditions of the Agreement and as supplemented herein.

1. The Contract Sum is as defined by the Agreement as the Cost of the Work plus the Construction Manager's Fee for Construction Phase Services.
2. Construction Phase Services shall include those services identified in the Agreement and shall be provided by the CMc and subcontractors to the CMc for the overall Project and for each separate facility identified within this RFP.

D. The Construction Manager's Fee for Construction Phase Services shall be a percentage of the Cost of the Work. That percentage shall be as agreed upon by the Owner and the CMc during the RFP selection process and as included in the final contract between Owner and CMc. The Offeror's proposed Fee as a percentage of the Cost of the Work for Construction Phase Services shall be submitted as part of the Offeror's proposal.

1. The Construction Manager's Fee for Construction Phase Services shall include the following costs. These costs shall be part of the percentage fee, and are not considered part of the Cost of the Work:
 - a. The Construction Manager's Fee for Construction Phase Services shall include the costs of all on-site and off-site executive, management, supervisory, administrative, accounting, secretarial, and support personnel of the CMc that will be working on the Project. These costs shall include wages or salaries, taxes, insurance, contributions, assessments, and customary fringe benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, bonuses, profit sharing, incentive compensation and any other discretionary payments to such personnel of the CMc. These costs shall also include the cost of staff support including electronic equipment, software, document reproduction, facsimile transmissions, telephone calls, telephone service, internet service, postage and parcel delivery charges, petty cash, vehicles, vehicle use and maintenance, relocation expenses, and travel expenses of such personnel of the CMc.
 - b. The Construction Manager's Fee for Construction Phase Services shall include the CMc's overhead and profit for the Construction Phase Services.
 - c. The Construction Manager's Fee for Construction Phase Services shall include having one representative of the CMc provide monthly updates as a presentation to the school board at one evening meeting per month during the full duration of construction.
2. The method of adjustment of the Construction Manager's Fee for changes in the Work shall be a percentage of the cost of the change in the Work. This percentage shall be the same percentage as the CMc's Fee for the Cost of the Work.

E. The Cost Of The Work For [The] Construction shall be determined according to the terms of the Agreement and as supplemented herein, and by publicly bidding the various divisions of the Work by trade category to potential first tier subcontractors per Indiana Code 5-32.

1. The Cost of the Work may include the following items which are considered part of the General Conditions for construction. These items are: project related layout, soils and materials testing, permitting, utility connection fees, CMc's job-site trailer(s), temporary utilities, temporary heating and conditioning, temporary lighting, temporary toilets, temporary roadways and parking, traffic control, temporary signage, temporary fencing and barricades, temporary enclosures and weather protection, dust partitions, hoisting, overhead protection, safety equipment, first aid supplies, fire protection, fall protection, opening protection, handrails and toe boards, temporary stairs, other OSHA-related costs, periodic clean-up, dumpsters, waste disposal, final cleaning, and other support material and system required for construction
2. The CMc shall determine the method by which to pre-qualify potential first tier subcontractors, and the CMc shall administer the public bidding process per Indiana Code 5-32 and associated statutes as applicable. The CMc's entire cost associated with creating front end specifications and bid procurements shall be included in the Offeror's proposed fixed fee for Preconstruction Phase Services.
3. Any divisions of the Work which the CMc might intend to self-perform shall also be publicly bid, with the CMc submitting their own sealed bid for that trade category.

F. As allowed in the agreement, the Owner will not share cost savings below the GMP with the Construction Manager. Additionally, there are no early completion incentives being proposed as part of this RFP. Contingencies, if not used for the completion of the Work, shall remain the property of the Owner and be deleted from the Contract Sum using a Change Order to the Contract.

Section VI – Other Provisions

A. The types and amounts of insurance to be provided for by the Construction Manager as Constructor shall be as follows:

1. Builders Risk
2. Commercial General Liability: The Contractor shall provide limits in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate and shall include Products and Personal Injury Liability. The Policy shall provide coverage for operations of any of their subcontractors. The Policy shall include Completed Operations coverage for a minimum of one year following completion of the Work. The Policy shall be written with the following endorsements and/or coverage and such shall be included on the required certificate of insurance:

- a. Per Project Aggregate

- b. Contractual Liability per Section 3.18 of AIA A201-2017
 - c. Explosion, Collapse & Underground (XCU)
 - d. Additional Insured and Primary & Non-Contributory Status for both the Owner and Architect
 - e. Waiver of Subrogation in favor of the Owner and Architect
3. Business Automobile Liability: The Contractor shall provide limits in the minimum amount of \$1,000,000 combined single limit for all owned, non-owned, and/or hired autos. The Policy shall be written with the following endorsements and/or coverage and such shall be included on the required certificate of insurance:
- a. Additional Insured and Primary & Non-Contributory Status for both Owner and Architect
 - b. Waiver of Subrogation in favor of the Owner and Architect
4. Commercial Umbrella Liability: The Contractor shall provide limits in the minimum amount of \$5,000,000 each occurrence and \$5,000,000 aggregate. The Commercial Umbrella Liability policy shall be written as a follow form. The Contractor is permitted to allow this Commercial Umbrella Liability policy to act as excess coverage to meet underlying limit requirements.
- a. Additional Insured and Primary & Non-Contributory Status for both Owner and Architect
 - b. Waiver of Subrogation in favor of the Owner and Architect
5. Other Insurance Requirements: In addition to the above, the Contractor's liability and property damage insurance shall provide adequate protection against the following hazards: (1) damage to existing and adjacent structures; (2) damage to underground utilities; (3) damage due to flooding; and (4) damage to trench or excavation cave-ins

B. The bond requirements for by the Construction Manager as Constructor shall be as follows:

- 1. The required types of bonds are:
 - a. 100% Performance, Payment and Maintenance Bond
- 2. The Performance and Payment Bonds shall meet all requirements of Indiana Code 5-32. All bonds shall meet the requirements of all applicable laws, the terms of the Agreement, and the conditions of this RFP. Where the requirements of this RFP exceed the requirements of Indiana Code 5-32, the requirements of this RFP shall apply.
- 3. The CMc shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the CMc's usual source provided that they meet the requirements set forth herein. The amount of the bond shall be not less than 100% of the Guaranteed Maximum Price. The surety on the bond shall not be released for a period of one year after final settlement with the CMc.
- 4. The performance and payment bonds may be provided as multiple, chronological bonds, and the surety on the bond for each facility shall not be released for a period of one year

after final settlement between the Owner and the CMc at each facility.

5. The maintenance bond may be part of the performance bond and shall cover faithful performance of the Contract and payment of obligations arising thereunder during the CMc's warranty period. The warranty period shall be in effect for one (1) year following the date of Substantial Completion at each facility.
 6. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
 7. Surety companies shall be deemed qualified and acceptable to the Owner (public governmental entity), in connection with contractor bonding under said school corporation contracts only in such companies having a policy holders rating of "A-", a financial category not less than Class IX and policy holder surplus of not less than \$25,000,000.00 all as shown on Best's Key Rating Guide, latest edition; provided however, that the bond furnished is furnished by one of the aforesaid qualified Sureties; who are also listed in the Department of Treasury Circular 570-Part II—Latest Edition (Federal Register) and are licensed in the State of Indiana and the penal sum of the bond does not exceed the underwriting limitation set forth in subject circular, unless the excess, if any, is reinsured with the approval of the Owner.
- C. Premiums for that portion of required insurance and bonds that can directly attributable to this Project may be included in the Cost of the Work per the terms of the Agreement.