Request of Proposal - Ewert Splash Park

Request for Proposal (RFP) for Construction Manager At Risk (CMAR) services for the Ewert Splash Park Improvements – Step 2 Submittal

Address:
615 South murphy Boulevard
Joplin, MO 64801

May 17, 2024

City Project Number OLS-Ewert23-01

Request for Proposals

Proposal Submission Requirements:

Step 2 Submittal - You have been selected to move forward in the Step 2 RFP process. You must submit proposals that demonstrate their experience in performing similar projects. Submissions must include a response addressing the following information.

- Project Management Plan/Interview
- Fee Proposal covering CMAR Services
    - Preconstruction Services Fee
    - Construction Phase Services – Construction Manager's Fee
    - General Conditions Fees

Proposal Due Date
Sealed proposals with one (1) original and one (1) digital (PDF) copy will be received at the Parks Department no later than 10:00 a.m. central time on June 4th, 2024. Proposals will not be accepted after this time. Failure to submit a complete proposal will be considered non-responsive and will not be considered.

Proposal shall be addressed as follows:
For Mail or Hand Delivery
CITY OF JOPLIN
PAUL BLOOMBERG
DIRECTOR OF PARKS AND RECREATION
3301 WEST 1ST STREET
JOPLIN, MO 64801

Submitted envelopes should be marked: "REQUEST FOR PROPOSALS – "OLS-Ewert23-01: Ewert Splash Park"

Inquiries
All inquiries on this Request for Proposals should be directed to Paul Bloomberg at pbloombe@joplinmo.org.

Proposal Evaluation and Selection:

For Step 2 RFP submittals, selected firms are asked to provide the following items below. Step 2 submittals shall be evaluated and scored by selection committee, per points awarded based on the following allocations.

Project Management Plan and Interview (up to 100 points) – PMP Submittals shall include up to a maximum of twenty (20) single-sided or ten (10) double side 8.5 x 11 pages and shall include commentary on the following elements.

- Clear Statement of Scope and Success Measurement
- Outline of Deliverables and Work Breakout Structure
- Anticipated Schedule and Budget for CMAR Services
- CMAR Personnel Allocation and Roles
    - Project Manager
    - Pre-Construction Manager
    - Cost Estimator
    - Others (describe, if needed)
- Interviews with selected firms

Fee Proposal (up to 100 points)

- Fee Proposal covering CMAR Services
    - Preconstruction Services Fee
    - Construction Phase Services – Construction Manager's Fee
    - General Conditions Fees

Proposed Price for Preconstruction Services (for professional services defined in Scope of Work attached as Exhibit C)

- CMAR shall complete Proposal form in Exhibit E and include NTE fee for Pre-Construction Services.
- CMAR shall provide fee schedule for hourly rate basis, not to exceed (NTE) fee value for services defined in the Pre-Construction Scope of Work Exhibit C and shall be inclusive of administrative fees, overhead and profit and direct expenses.
- For reference the anticipated design schedule is attached as Exhibit D.
- For reference the project construction budget is $5,335,897.00

Construction Phase Services – Construction Manager's Fee

- CMAR shall complete Proposal form in Exhibit E and include % of total project budget.

Proposed Price of General Conditions

- CMAR Shall complete Exhibit E and provide a monthly not to exceed (NTE) fee % (percentage) for General Conditions (as a % of total construction costs) per month.
- General Conditions Costs are considered construction phase costs for onsite supervision, coordination and management of the work, including: equipment, temporary office facilities, administrative materials, minor expenses, utilities, fuel, sanitary, telephone, services, indirect costs.

CMAR shall Reference and sign Exhibit F Proposal Matrix for understanding of where CMAR Fee Proposal dollars are to be located within the bid

Fee proposal points – Points awarded for fee shall be determined where up to half of total points are awarded for the preconstruction and construction phase services and up to half of total points awarded for general conditions. Points awarded shall be determined by formula to normalize the CMAR cost value to the range of costs received.

Scores from Step 2 score will be combined with scores from the CMAR's Step 1 SOQ submittal (qualifications-based score) to determine a total Step 2 score. Step 2 scores shall be determined as:

Step 2 Total Score = 45% Step 1 SOQ & Step 2 Project Management Plan & Interview + 55% Step 2 Fee Proposal

Upon evaluation of Step 2 submittals, the selection committee will select no more than three (3) firms to interview with the selection committee. Interviews will be held in-person during the week of June 10th,2024. Scheduling details for interviews will be provided to selected firms, following Step 2 scoring. Final Step 2 scoring will be determined after interviews.

CMAR process will be in accordance with RSMO 67.5050

Liquidated Damages

Timely Substantial Completion is an essential condition of the Agreement. Liquidated damages in the amount of Three Thousand dollars ($3,000.00) per calendar day will be assessed for each day beyond Substantial Completion until Final Completion is achieved. Project schedule has been preliminarily created by Landscape Architect but will be further refined and agreed upon with CMAR following selection.

Insurance & Bond Requirements

The successful CMAR shall provide a statement from surety indicating the Construction Manager's bonding capacity/bonding ability along with certificates of insurance acceptable to the City evidencing compliance with the requirements in the Agreement.

- Builder's Risk: property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis.
- Commercial General Liability: $1,000,000.00 per occurrence; $2,000,000.00 aggregate
- Worker's Compensation: per Missouri State law.
- Employer's Liability: $1,000,000.00
- Commercial Automobile Liability: $1,000,000.00
- Umbrella Liability: limit of $5,000,000.00 per occurrence

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. Payment Bond and Performance Bond equal to 100% of the GMP Total.

CMAR Bidding Requirements

The successful CMAR shall be required to publicly advertise all trade packages, work for bids or proposals in accordance with Missouri Law. The CMAR shall contract directly with all subcontractors. Only minor work included in the general conditions is not subject to public bid. The CMAR will be allowed to self-perform trade package work only if they are the successful bidder or proposer as determined by the City and only after public advertisement. Under no circumstances may the CMAR create any bid package that may provide them with an advantage in the public bidding process. The CMAR, City of Joplin and the Owner's consultants will review all trade package bids and proposals received and select those that provide the best value to the City. The results will not be publicly disclosed until after the award of the bid package or within seven (7) calendar days after the date of the selection of the successful bidder or proposer, whichever is later, subject to any differing requirement of applicable law.

If the CMAR reviews, evaluates, and recommends to the City a bid or proposal from a trade contractor or subcontractor, but the City requires another bid or proposal to be accepted, the City may compensate the CMAR by a change in price, time, or Guaranteed Maximum Price for any additional cost and risk that the CMAR may incur because of the Owner's requirement that another bid or proposal be accepted.

If a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the CMAR itself may, without advertising, fulfill the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements with the Cities concurrence.

The CMAR will provide the city with a Guaranteed Maximum Price (GMP), detailing any allowances or contingencies included. The GMP will be established by the CMAR after the City has made such request and provided the CMAR with drawings, specifications, and other design documents. The CMAR shall assume all responsibility for all costs of construction in excess of the GMP. If the cost of construction is less than the GMP, then the difference will be refunded in full to the City. All records of the CMAR related to costs and expenses under the GMP are open in totality to the City.

The CMAR will provide performance and payment bonds, on the Owner's required form, each valued at 100% of the cost of construction.

Proposers shall hold their bids firm for at least one hundred and twenty (120) days after bid opening. The City reserves the right to refuse or reject any and all responses in its sole discretion and to waive, or not waive, at its discretion, any minor irregularities or informalities in the responses. Each bidder is requested to sign its response with ink, and, when in the name of a company, by some officer whose title is shown. The City may terminate its negotiations, dealings and any contract with the CMAR either for cause or for convenience without liability at any time.

Exhibits
The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

- Exhibit A - Existing Conditions - Aerial
- Exhibit B - Standard Agreement and General Conditions (Draft)
- Exhibit C - Construction Manager at Risk (CMAR) Services Scope of Work (Draft)
- Exhibit D – Preliminary Design Schedule
- Exhibit E – CMAR Proposal Form
- Exhibit F – Proposal Matrix