

REQUEST FOR PROPOSALS
 FOR CONSTRUCTION MANAGER AT-RISK –
 WHITEWATER CREEK WATER POLLUTION CONTROL PLANT UPGRADE
 CITY OF FAYETTEVILLE, GEORGIA
 RFP Number: WWC211-17

1. INTRODUCTION

The City of Fayetteville, Georgia, (the City) is seeking Construction Managers to submit proposals for the opportunity to serve as a Construction Manager At-Risk (CMAR) for design review, preconstruction services, potential construction, and commission of the upgrade to the City’s existing wastewater facility.

The City owns and operates the Whitewater Creek Water Pollution Control Plant (WPCP). The City is located 23 miles south of the center of Atlanta and 13 miles south of the Atlanta Perimeter Highway, I-285, and is the County seat of Fayette County. The wastewater facility is located on the southwest side of the City at 332 First Manassas Mile Road, Fayetteville, Georgia, 30214. The current maximum month permitted capacity is 5.0 million gallons per day (MGD).

The objective of this Request for Proposals (RFP) is to provide additional information to enable Proposers to submit written proposals for the project. Construction Managers must submit eight (8) hard copies of their proposal as well as one (1) CD containing a single PDF copy of their proposal. Proposals must be received by CITY no later than 3:00 p.m. on October 25, 2018 to:

City of Fayetteville
 City Hall
 240 Glynn Street S
 Fayetteville, GA 30214-2040

Prospective proposers are to attend the mandatory pre-proposal meeting on October 9, 2018 at 10:00 am at the Fayetteville City Hall.

The CITY intends to select the CMAR for the Project based on review and evaluation of the Proposals and shortlist interviews.

Proposers are encouraged to provide input on the overall project schedule and provide suggested improvements to reduce the construction schedule. The preliminary procurement schedule is as follows:

MILESTONE ACTIVITY	DATE
Issue RFP	September 21, 2018
Pre-Proposal Meeting	October 9, 2018
Final Date to Submit Questions	October 16, 2018
Questions to be answered	October 19, 2018
Proposals Due	October 25, 2018

Shortlist Interviews (approximate date)	November 6, 2018
Notice of Award (approximate date)	November 12, 2018

Proposals will be evaluated to select a CMAR with the requisite experience, qualifications, and resources to complete the Project successfully within an agreed Guaranteed Maximum Price (GMP) and construction schedule in accordance with the project requirements as specified by CITY.

2. BACKGROUND

The Whitewater Creek Water Pollution Control Plant was originally designed by Miller, Stevenson, and Steinchen, Inc. in 1977 and constructed in 1978-1979. The treatment process utilized a contact stabilization (CS) activated sludge process, with second stage nitrification with a treatment capacity of 1.25 MGD. The process equipment manufacturer was Suburbia Systems, Inc.

In order to meet anticipated growth demands of the community, the Facility was expanded in 1990 to include a sequencing batch reactor process (SBR). The SBR plant was designed by Stevenson and Palmer Engineering, Inc., having a treatment capacity of 2.5 MGD. The addition of the SBR plant to the existing CS plant provided the City with a wastewater treatment capacity of 3.75 MGD that was allocated by the Georgia Environmental Protection Division (GAEPD), EPD Project No. 87-275. With wastewater flow into the Facility being less than half of the permitted capacity, the City removed the CS plant from service to save operational and maintenance costs. At that time, the CS plant was left inoperable but intact, with the SBR plant treating all of the wastewater flow.

In 2004, the facility was operating at flows between 2.0 and 2.5 MGD with peak flows in excess of 5.0 MGD during heavy rain events. These conditions led the City to reevaluate their wastewater treatment capacity and expand the facility again in 2007. This expansion consisted of converting the original CS plant to a Conventional Activated Sludge (CAS) plant and continued operation of the SBR plant. The CAS plant conversion was designed for a treatment capacity of 2.5 MGD maximum month giving the City a total treatment capacity of 5.0 MGD maximum month when operated in parallel with the SBR plant.

In June of 2016, the City retained the services of Goodwyn, Mills, & Cawood, Inc., (GMC) to assess the current operating condition of the wastewater plant along with providing recommendations for improvements. An inspection of the wastewater plant was performed, and while the plant's effluent is meeting permit limits under Permit No. GA0035807, it was determined that major improvements should be made for the following reasons:

1. Overall Biological Treatment Process Efficiency
2. Operating Efficiency
3. Energy Usage
4. Treatment Process Controls
5. Anticipated Future Permit Limits

GMC's Fayetteville Team met with the City to develop a scope of improvements. The improvements were presented as five (5) different treatment plant improvement options. The option scenarios ranged from improving the treatment processes as they exist, converting to only a single biological treatment process opposed to two (2) different processes, or constructing a new plant. Preliminary design layouts and calculations were made along with construction cost estimates for the five (5) options.

After reviewing the treatment options, the City advised that Treatment Option 1 was the preferred option, providing simple operation, the required treatment to meet permit limits, and long-term energy cost savings.

The preliminary project schedule from inception to proposed completion is presented in Figure 2.1. Design began in May of 2018, GMP Negotiation is to begin in January 2019, construction to begin in May 2019 and completion by September 2020.

Figure 2.1 – Preliminary Schedule

City of Fayetteville Whitewater Creek WPCP Upgrade Completion Schedule	2018												2019												2020				
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Design																													
Project Kick-Off and Design																													
30% Design																													
60% Design																													
90% Design																													
100% Design																													
Permitting																													
Project Delivery																													
Construction Manager At Risk RFP																													
Select/Award CMAR																													
Preconstruction Services																													
Construction																													
Mobilization																													
Heavy Civil																													
Equipment Production																													
Equipment Installation																													
Equipment Testing																													
Start-Up																													
100% Completion																													

3. PROJECT SCOPE

The upgrade project for the wastewater facility shall include all necessary biological, chemical, and mechanical processes to provide high quality effluent water from the treated wastewater, meeting all regulations set forth by the Georgia Department of Natural Resources – Environmental Protection Division (GAEPD). The proposed project has an estimated construction cost of \$15,000,000 and will be funded by the Georgia Environmental Finance Authority (GEFA) requiring all state and federal regulations to be followed.

The areas of upgrade consist of the following listed below.

- Construct New Influent Flow Equalization Basin Splitter Box
- Construct New Splitter Box to the existing SBR Basins
- Convert existing SBR basins to A²O Process
- Construct New Clarifier Splitter Box
- Construct Two (2) New Clarifiers
- Construct New RAS/WAS Pump Station
- Retrofit existing Tertiary Filters
- Replace process equipment and return Existing Digester No. 2 to service
- Replace existing sludge dewatering belt filter press
- Replace existing Chemical Feed equipment
- Clean and remove CAS process from service but leave CAS facilities intact
- Misc. painting

4. DRAFT SUMMARY SCOPE OF SERVICES

A draft summary of Scope of Services is included below. The final Scope of Services will be negotiated with the selected CMAR. The proposal shall include any comments or suggested changes to the draft summary Scope of Services.

- a. Preconstruction Phase Services:
 - i. Value Engineering services shall include a thorough review of the completed design drawings and specifications and the identification of any alternative design components, construction methods, or materials that could reduce the cost of the project without sacrificing project quality.
 - ii. GMP Development will, at the latest, commence upon the completion of 60% design plans and specifications. A pre-construction GMP development schedule shall be provided to be reviewed by GMC. The costs for each developed GMP shall be developed according to the schedule through an open-book process. The CMAR may choose to perform some preliminary aspects of the GMP preparation prior to the acquisition of the permits; however, formal GMP development will not start until all permits have been acquired. CITY requires that for those components of the Project that the CMAR may want to self-perform, the CMAR will need to submit bill rates, overhead, markup on subcontractors, profit rates, and other similar financial information for that scope. The GMP will also include CMAR overhead costs and margin for all work under the Construction Phase Services Agreement, as described in the following outline of CMAR Construction Services, as well as any contingency allowances.
 - iii. GMP Negotiation, if successful, will result in execution of a contract between the Owner

and Contractor to perform construction services.

b. Construction Phase Services (if successful GMP negotiation occurs)

- i. Construction Administration Services represent the management and administration of the CMAR's Construction Phase contract obligations including, but not limited to, the following activities:
 1. Provide all requisite bonds and insurance for the construction of the project;
 2. Possess the requisite license and assure that all subcontractors are also appropriately licensed and bonded for the tasks needed to complete construction phase of the project;
 3. Procure and manage all equipment and construction contractors to complete the Construction Phase scope of work for the project;
 4. Hold monthly progress/construction meetings and submit meeting minutes for review and approval by CITY and GMC;
 5. Develop and update a construction management plan that includes Construction Phase quality control procedures, safety programs, construction document management protocol, etc.;
 6. Manage subcontractors (contracts, insurance, and bonds);
 7. Prepare payment requests and maintain cash flow projection;
 8. Submit and track shop drawings and equipment Operations & Maintenance (O&M) Manuals;
 9. Track Request for Information and/or clarifications (RFIs);
 10. Prepare record drawings;
 11. Startup and commission facilities with operator training through completion of acceptance testing;
 12. Facilitate project close-out; and
 13. Administer warranties through the warranty period.
- ii. Site Security will be the responsibility of the CMAR throughout the duration of the construction phase. The CMAR will need to develop an acceptable security plan to control access to the construction site during all phases of construction without interrupting normal day-to-day operations of the facility. The CMAR will be responsible for construction of any alternate entrance locations or operations of any existing security gates, as well as any repairs required to bring facilities (i.e., roadways, curb and gutter, landscaping) back to their current condition.
- iii. Project Schedule requirements will include developing a detailed project construction schedule defining construction activities of each element of the project and their inter-relationships along with milestone dates relative to project completion and permit requirements using approved scheduling software. Monthly monitoring, updating, and reporting of the project schedule will be required to demonstrate an efficient and timely delivery of the project.
- iv. Project Budget Reporting requirements will include the preparation of a project budget monitoring protocol to provide monthly updates on the status of the following financial attributes of the project: update cash flow projections for the Construction Phase including actual construction costs; maintain a comparative assessment of actual costs relative to the GMP; and provide documentation of any resultant changes in the projected life cycle costs resulting from construction-related decisions and/or changes.

- v. Design Compliance Review will include meetings with CITY and GMC to validate that the design requirements are being provided during the Construction Phase. The meetings shall occur as necessary but not less than every two weeks. One objective of these meetings will be to review the CMAR's documentation of any resultant changes in the projected costs resulting from construction-related decisions and/or changes.

- vi. Operation and Maintenance (O&M) Manuals will include, but are not limited to, the following:
 - 1. Supply a complete set of equipment O&M manuals that provide the requisite components;
 - 2. Supply an O&M manual for the instrumentation and control system, including a complete log of the programming and signal tagging list;
 - 3. Supply a custom prepared O&M manual for the operation of the overall facility that addresses, as a minimum, the startup and shutdown under normal and emergency conditions;
 - 4. Supply equipment summary reference sheets and maintenance schedules for all major equipment with interface references to equipment O&M;
 - 5. Supply a trouble-shooting section for normal and emergency conditions; and
 - 6. Supply O&M manuals for any additional elements necessary to acquire the operating permits for the facility.

O&M documents shall be in PDF format and created from the software in which they were produced or scanned at a resolution of 300 dpi or greater. Scanned documents shall be scanned with the "original image with hidden text" option. Documents scanned at 300 dpi or greater provides for optical character recognition (OCR) and word search functionality. All text of the document must be text-selectable with the exception of pages which are in their entirety drawings or diagrams. Word searches of the PDF documents must operate successfully.

- vii. Startup and Commissioning of the constructed facility will include completion of the requisite startup and commissioning activities. As a minimum, the activities will include the following:
 - 1. Completion of equipment operational check-out and startup;
 - 2. Operational testing of the individual systems; and
 - 3. The operation of the overall facility as a whole under various configurations necessary to demonstrate compliance with the acceptance test requirements and the process performance criteria defined in the final contract documents.

- viii. Operator Training shall be provided to the CITY staff and videotaped by the CMAR. The operator training will include pre-startup training that will continue through the startup, acceptance testing, and commissioning of the project. All training scheduling will be coordinated with CITY. All O&M Manuals will be presented in electronic versions (format to be agreed upon by CITY) and hard copies.

- ix. Construction Document Management shall be implemented as defined in the construction management plan to collect and store the following data in a readily retrievable manner: correspondence, payment requests, schedule updates, test results, shop drawings, RFIs, change requests, record drawings, and miscellaneous submittals to CITY and GMC.

- x. Project Closeout will include activities needed to complete final completion of the Construction Phase following the notification of Substantial Completion. Closeout

activities will include, but not be limited to, the completion of all punch list items defined at the point of substantial completion, training, commissioning, final permit acquisition, and project document transfer.

- xi. Warranty Administration will be provided by the CMAR throughout the requisite warranty period and will include activities such as: warranty request tracking, event documentation and response monitoring, direct interface with suppliers requesting and monitoring all warranty service needs and corrective activities, and providing any modification and/or updates to the project record drawings that may result from warranty activities.

5. PROPOSAL INFORMATION

Proposer must submit eight (8) hard copies of their Proposal as well as one (1) CD containing a single PDF copy of their Proposal. Proposals must be received by CITY no later than 3:00 p.m. on October 25, 2018 to:

Mail and Street Address:

City of Fayetteville
City Hall
240 Glynn Street
Fayetteville, GA 30214-2040

- a. The Proposal must be clearly marked:

"PROPOSAL FOR City of Fayetteville, Georgia Wastewater treatment Plant Improvements - CONSTRUCTION MANAGER AT RISK – RFP Number: WWC211-17

(Name of Proposer's Authorized Official)

(Company Name of Proposer)

(Mailing Address of Proposer)

(Telephone Number of Proposer)

(Email Address of Proposer)

- b. Proposals received after the time and date specified will be considered nonresponsive and will be returned unopened. **THERE WILL BE NO EXCEPTIONS.**
- c. If it is later discovered that any material information given in response to this RFP or to any request for supplement, clarifying or additional information was provided by a Proposer, knowing such information to be false, it shall be grounds for immediate disqualification or for immediate termination or rescission by CITY of an agreement between CITY and the Proposer. CITY shall also have and retain any other remedies provided by law.
- d. Proposals received by CITY are considered public documents under provisions of the Georgia Freedom of Information Act (FOIA) unless it contains information that may clearly be considered excepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as CONFIDENTIAL, in bold font of at least 12 point type, in the upper right hand corner of the page.

- e. The bonding company that will provide the required bonds for a Proposer must meet advertised qualifications and have an AM BEST Rating of A- or higher. Proposers must list name(s) of bond or surety company providing bonds – not just the name of bonding agent. Separate performance and payment bonds, each in the amount of 100 percent of the awarded contract amount, will be required for the Project.
- f. Regarding work that is self-performed during Project construction, no limit on the percentage of self-performed work will be imposed. However, Proposers are expected to demonstrate, in their Project Approach, their plan to ensure competitiveness throughout Project construction. For all work included in the project, the Proposer will be required to provide labor rates, markups on subcontractors' work, markups on materials, equipment, and all other expenses; any other overhead rates to be applied to cost; and profit and markup. Throughout this process, GMC will perform parallel estimates in order to confirm the reasonableness of the Proposer's financial information.
- g. All questions must be answered completely and the data given must be correct, clear, and comprehensive. All information provided must pertain specifically to the Proposer that will bid for and construct the Project, not a Parent, Affiliate, Subsidiary or other entity, except where information on such other entities is expressly requested. Questions may be answered on separate, attached sheets, and data submitted must be formatted as this RFP is formatted. The Proposer may submit additional information if desired. It should be noted that all additional sheets must be clearly labeled and cross-referenced to each section and question.
- h. CITY at its sole discretion, reserves the following rights:
 - i. To supplement, amend, substitute or otherwise modify this RFP at any time;
 - ii. To cancel the RFP with or without the substitution of another RFP or shortlist process;
 - iii. To take any action affecting the RFP that would be in the best interests of CITY;
 - iv. To issue additional requests for information;
 - v. To require one or more Proposers to supplement, clarify or provide additional information in order for CITY to evaluate any portion of an Proposal;
 - vi. To conduct investigations with respect to the qualifications and experience of each Proposer;
 - vii. To waive any defect or technicality in any Proposal received; and
 - viii. To reject any or all Proposals.
- i. By submitting this Proposal, Proposer acknowledges that a selection committee established by CITY will evaluate the Proposals and make a recommendation to the CITY, but the award of the CMAR contract for this project will be at the sole discretion of the CITY. Proposer understands and agrees that there is no statutory or legal entitlement to be awarded the CMAR Contract and hereby waives the right to object to CITY's methods of evaluation of submitted Proposals, as well as the right to object to the selection ultimately made by the CITY.
- j. Proposers shall submit any questions about this RFP in writing. CITY recognizes that a Proposer may need additional information about the RFP or the WWTP to prepare its Proposal. Proposers must prepare such information requests in writing for CITY's consideration as noted in this RFP. CITY, at its sole discretion, may or may not choose to provide such information. If a response is made, the response will be in writing with copies to all parties that received copies of this RFP. Except as noted herein, Proposers may not contact any officer or employee of CITY or GMC after the issue of this RFP. In the event that oral inquiries are made and substantive issues are addressed, only a written response to the inquiry may be relied upon by any party. Any oral responses made by CITY, GMC or other representative of CITY or GMC,

shall be considered as informal, subject to change without notice at any time, and not binding upon CITY under any circumstances. Any unauthorized communications (or attempted unauthorized communication) by a Proposer, or anyone acting on behalf of Proposer during this evaluation process will be grounds for disqualification.

Should a Proposer find discrepancies in, or omissions from, this RFP and related documents, the Proposer shall immediately notify CITY, and any appropriate written addendum or bulletin of instructions will be sent to each Proposer. Each Proposer requesting an interpretation will be responsible for preparing and delivering such requests to CITY in accordance with this RFP. CITY will not be bound by or be responsible for any explanation or interpretation of the RFP other than those given in writing. In no event may the Proposer rely on any oral statement by CITY or its agents, advisors or consultants. Any inquiries about this RFP must be submitted to the Owner's Engineer via email no later than 5:00 pm on October 16, 2018. Inquiries should be directed to Tim Blaydes (tim.blaydes@gmcnetwork.com).

Responsiveness of Proposal: The Proposal shall be complete and accurate. Submittal of incomplete, inaccurate, deceptive or misleading information may result in disqualification of the Proposer. Failure to provide requested information within the time frame established may result in a determination that the Proposer is non-responsive.

6. PROPOSAL FORMAT

The Proposal shall include the following information in the exact order listed. The Proposal shall be letter-sized (8.5 x 11) with a total page limit of forty (40) single-sided pages or twenty (20) double-sided pages and shall be submitted as outlined herein. Proposals may include ledger-sized pages (11 x 17), but each ledger-sized page will be counted as two pages. Divider pages do not count as part of the page limit. The Confidentiality Agreement form, the Evidence of Authority to Sign, and requested surety information will not count as part of the page limit. All other pages or brochures will count in the page limit. The Proposal shall include the following sections:

- i. Cover Letter
- ii. Proposal Requirements
- iii. Proposer Questionnaire
- iv. CMAR Project Approach
- v. Preconstruction Phase Services Approach
- vi. Construction Phase Services Approach
- vii. Approach to Project Criteria of Significant Interest

The Cover Letter shall include the following:

- a. A statement indicating that the Proposal is hereby submitted, signed by an authorized representative of the Proposer, and specifically acknowledge receipt of any addenda by date.
- b. A statement indicating the Proposer's intent to execute an Agreement with the Owner if selected for the Project.
- c. A statement from the Proposer acknowledging that a selection committee established by CITY will evaluate the Proposals and make a recommendation to the Board, but the award of the CMAR Contract for this project will be at the sole discretion of the Board. The statement should also state that the Proposer understands and agrees there is no statutory or legal entitlement to be awarded the CMAR Contract, and hereby waives the right to object to CITY's methods of evaluation of submitted Proposals, as well as the right to object to the selection ultimately made by the Board.
- d. Attach "Evidence of Authority to Sign" for Proposer. This should be in the form of

a single page letter behind the cover letter and will not count towards the page count of the proposal.

Requirements for all other sections of the Proposal are included in the following Proposal Requirements.

7. PROPOSAL REQUIREMENTS

Proposals are to include all of the content listed and follow the organization outlined in this section.

a. Proposer Questionnaire

i. Pass/Fail Elements

Failure of Proposer to meet the requirements of any of the pass/fail elements listed below will result in a determination of “Not qualified” and the Proposer will be excluded from further participation in this solicitation.

- Provide documentation verifying that Proposer possesses an appropriate and valid Georgia General Contractor’s license (Unlimited).
- Has the Proposer or any of its Officers (including any experience and time while employed by another firm) been convicted of criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, or prevailing wages over the past 10 years?
- Has the Proposer or any of its Officers (including any experience and time while employed by another firm), Parent, Affiliates, or Subsidiaries had a judgement entered for contract default or been barred from bidding on public contracts over the last 10 years?

ii. General Background of Proposer

- Proposer name, address, and contact information.
- Has Proposer operated under the current name for the last 10 years? If not, attach a complete explanation for operating under a different name as well as previous name and address within last 10 years.
- Current Officers and length of time with the Proposer. Also, identify those authorized to sign contracts on behalf of the Proposer.
- Name, address, and telephone number of Parent and each Subsidiary and Affiliate of the Proposer.
- Has the Proposer, its Parent, or any of its Subsidiaries had a bankruptcy petition filed in its name, voluntarily or involuntarily within the last 10 years? If yes, list the number of bankruptcies.
- OSHA Experience Modification Ratio for the past five years.
- Lost Time Incident Rate (LTIR) for the past five years

iii. Proposed Project Personnel

- Provide an overall organizational chart for the Proposer. In addition, include detail information as indicated below.
- Proposed Project Manager

- Provide the resume of the individual who is the best candidate for this position. List name, qualifications, and background. Include names and addresses of companies who have employed him/her during the last 10 years. The following statement shall be inserted in the bottom margin of the resume:

"This proposed individual shall be available to work full time on this Project for its entire duration and shall not be reassigned without the expressed written concurrence of CITY."

- Provide a summary of the three (3) most similar projects by size, type, and duration that the proposed Project Manager has supervised/managed in the last 10 years for the Proposer or another company. At a minimum, the following information shall be provided:
 - Project Name
 - Brief Description of Scope
 - Constructed Value
 - Project Duration and Completion Date
 - Candidate's Position and Duties
 - Owner Point of Contact, Address, and Phone Number

- Proposed Site Superintendent

- Provide the resume of the individual who is the best candidate for this position. List name, qualifications, and background. Include names and addresses of companies who have employed him/her during the last 10 years. The following statement shall be inserted in the bottom margin of the resume:

"This proposed individual shall be available to work full time on this Project for its entire duration and shall not be reassigned without the expressed written concurrence of CITY."

- Provide a summary of the three (3) most similar projects by size, type, and duration that the proposed Site Superintendent has supervised/managed in the last 10 years for Proposer or other company. At a minimum, the following information shall be provided:
 - Project Name
 - Brief Description of Scope
 - Constructed Value
 - Project Duration and Completion Date
 - Candidate's Position and Duties
 - Owner Point of Contact, Address, and Phone Number

- Proposed On-Site Assistant Project Manager
 - Provide the resume of the individual who is the best candidate for this position. List name, qualifications, and background. Include names and addresses of companies who have employed him/her during the last 10 years. The following statement shall be inserted in the bottom margin of the resume:

"This proposed individual shall be available to work full time on this Project for its entire duration and shall not be reassigned without the expressed written concurrence of CITY."

- Provide a summary of the three (3) most similar projects by size, type, and duration that the proposed On-Site Assistant Project Manager has supervised/managed in the last 10 years for Proposer or other company. At a minimum, the following information shall be provided:
 - Project Name
 - Brief Description of Scope
 - Constructed Value
 - Project Duration and Completion Date
 - Candidate's Position and Duties
 - Owner Point of Contact, Address, and Phone Number

- Subconsultants: Outline proposed scope of work and provide resumes and contact information for any proposed subconsultants. Resumes shall be a maximum of two pages and shall include: qualifications; WWTP and intake project experience; professional registrations; and present and anticipated workload.

b. Scheduling Capabilities: The Proposer shall have the capability of preparing and utilizing the Critical Path Method (CPM) scheduling technique specified herein. A statement of CPM scheduling capability shall be submitted with the Proposal to verify that either the Proposer's organization has in-house capability qualified to use the technique, or that the Proposer employs a consulting firm or contract individual who is so qualified.

c. Proposer Experience: Using the form included in Attachment B at the end of the RFP (reproduce as necessary), complete and provide the requested information for the Proposer for the satisfactory completion of a minimum of three similar projects within the last 10 years.

CITY reserves the right if, in its judgment, the projects submitted under this section are not representative of the overall history of the Proposer's performance over the last 10 years to:

- i. Require the Proposer to submit relevant information for additional projects selected by CITY from the Proposer's overall project list; and,
- ii. Substitute these additional projects for those submitted by the Proposer under this Section so that, when combined with the remaining Projects submitted by the Proposer, the revised projects are more representative of the Proposer's performance over the last 10 years.

d. CMAR Project Approach

- i. Describe your plan for implementing a CMAR methodology, including collaboration with CITY and GMC.

- ii. Provide an outline of your health and safety plan. Describe how your approach applies to this Project. Describe the project staffing dedicated to the health and safety program.
- iii. Provide an outline of your quality plan for construction. Describe how your approach applies in a CMAR environment. Describe the project staffing dedicated to the quality program.
- iv. Provide a preliminary summary level schedule for the construction of the project. Schedule should reflect the Proposer's methodology for effectively managing and executing the work.
- v. Provide documentation verifying that Proposer satisfies CITY's Minimum Insurance Requirements which shall not be less than the following amounts:

1) Workers' Compensation:

- i. State Statutory
- ii. Applicable Federal
 - *Longshoreman's* Statutory
 - *Maritime* Statutory
- iii. Employer's Liability \$500/500/500

2) Comprehensive General (including Contractual Liability, Premises—Operations; Independent Contractors' Protective; Products Liability – Completed Operations; Broad Form Property Damage):

- i. General Aggregate (Except Products—Completed Operations) \$2,000,000
- ii. Products—Completed Operations Aggregate \$2,000,000
- iii. Personal and Advertising Injury (per Person/Organization) \$1,000,000
- iv. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- v. Personal Injury Liability Coverage will include Claims arising out of Employment YES NO
- vi. Exclusion(s) for damage to Property in Contractor's Care, Custody or Control to be deleted YES NO
- vii. Property Damage Liability Insurance will Provide Coverage for Explosion, Collapse and Underground Damage YES NO

viii. Wastewatercraft inclusion to be deleted

YES NO

ix. Excess or Umbrella Liability

- *General Aggregate*

\$10,000,000

- *Each Occurrence*

\$10,000,000

3) Automobile Liability:

i. Bodily Injury

- *Each Person*

\$1,000,000

- *Each Accident*

\$1,000,000

ii. Property Damage

- *Each Accident*

\$500,000

- *or a combined single limit of*

\$1,000,000

vi. Provide any comments or suggested changes to the draft summary Scope of Services outlined in Section 4 of this document.

e. Preconstruction Phase Services

- Describe your plan to provide preconstruction services and incorporate value engineering services into the design of the project.
- Describe your approach to developing the GMP, including level of effort and resources required to deliver the GMP.
- Describe your plan for a transparent procurement system with a wide variety of evaluation and selection methodologies that can be audited for fairness and competitiveness. List anticipated early procurement equipment and materials.
- Provide your proposed lump sum fee for the preconstruction phase services broken down by each 60%, 90% and 100% GMP development.

f. Construction Phase Services

- Describe your general approach to constructing the project. Describe how your construction staff will interact with the design team to seek design clarifications and resolve design discrepancies in the field.
- Describe how you will document actual construction costs during the construction period and make these costs available to CITY for verification and audit.
- Describe your approach to equipment and sub-consultant selections with GMC and CITY. Describe how your construction staff will interact with the design team to ensure transparency. Please provide an example of this evaluation form that would be used during the construction phase.

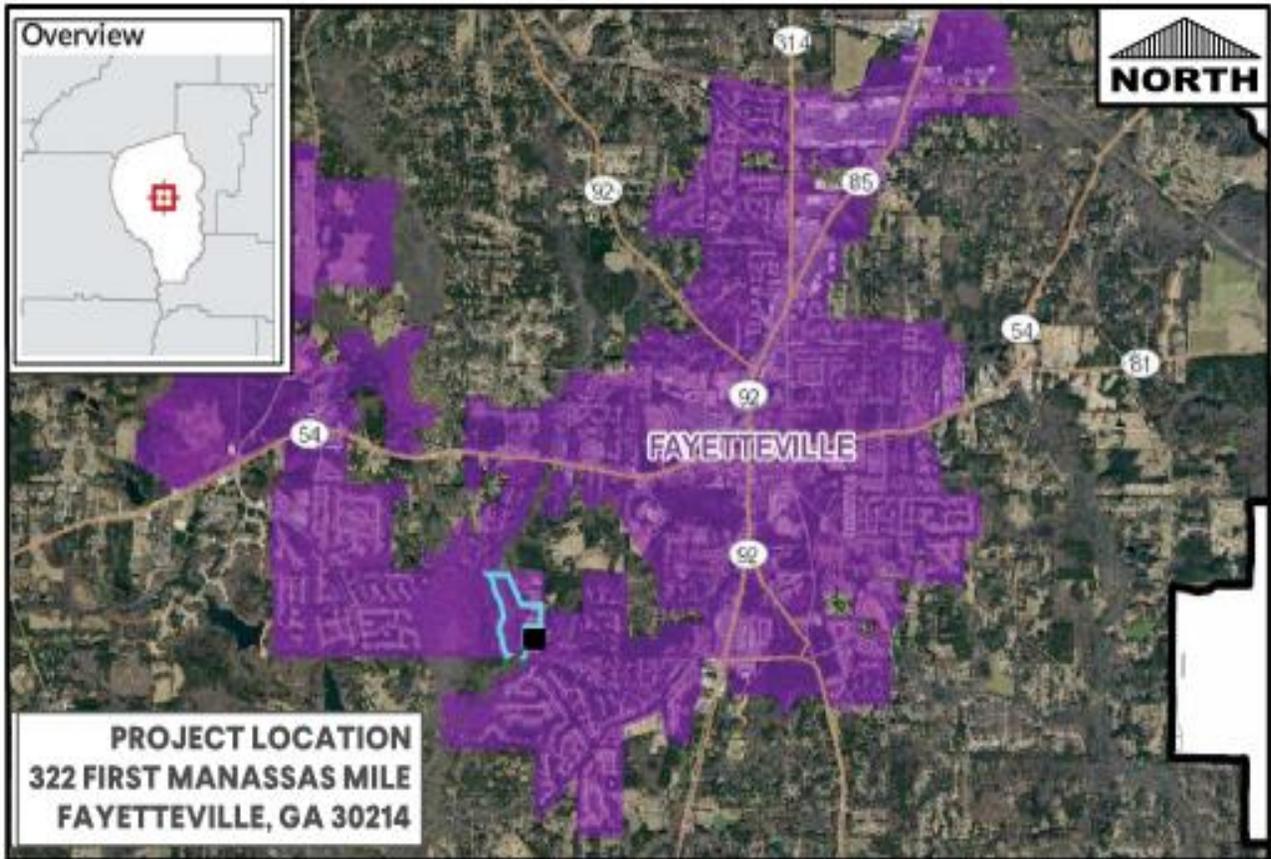
- iv. Describe your plan for delivering construction, including a summary of work that will be self-performed. For subcontracted work, describe how you will select the best value subcontractors and oversee and guarantee their performance.
 - v. Describe how you will ensure site security during all phases of construction without interrupting normal day-to-day operations of the facility.
 - vi. Provide a CMAR fee based on total cost of work in Figure 7.1. The CMAR fee shall be a percentage (%) of total cost of work to be included in the GMP.
 - vii. Provide a profit margin based on total cost of work in Figure 7.1. The profit margin shall be a percentage (%) of total cost of work to be included in the GMP.
 - viii. Provide a general billing schedule for the “Project Dedicated Personnel” proposed in Figure 7.1 to include raw salary, complete benefits and percentage (%) of profit to be included in billing rate, if any.
- g. Project Criteria of Significant Interest
- i. Guaranteed maximum price – please give examples if GMP was not met and why?
 - ii. Schedule – please give examples if schedule was not met and why?
 - iii. Wastewater Biological Nutrient Removal (BNR) technologies – what experience does the Proposer have with regards to Anaerobic/Anoxic/Aeration (A²/O) treatment systems?
 - iv. Architectural – what experience does the Proposer have with administration, operations and laboratory facilities?
 - v. Wastewater Tertiary Filtration – what experience does the Proposer have with micro-screen filtration equipment and installation for wastewater facilities?
 - vi. Wastewater water retaining structures – what is the Proposer’s experience with constructing wastewater water retaining structures?
 - vii. Wastewater treatment – what is the Proposer’s experience with the installation of wastewater clarifier equipment?
 - viii. Wastewater Systems Integration – what is the Proposer’s experience with wastewater process control systems integration utilizing Supervisory Control and Data Acquisition (SCADA)?
 - ix. Schedule – how soon would the Proposer be able to begin performing pre-construction services after award?
- h. Allocation of Costs and Fees

The Figure 7.1 as shown on the next page should be considered when preparing the proposal.

FIGURE 7.1 - ALLOCATION AND COSTS AND FEES				
Item	CMAR Fee	Pre-construction	General Conditions	Cost of Work
HOME OFFICE				
All costs related to the CMAR's home or regional office, including but not limited to, lease, utilities, maintenance, corporate management, administrative staff, office equipment, supplies, etc.	X			
CMAR's Profit	X			
PROJECT DEDICATED PERSONNEL				
All quoted rates will include salaries, fringes, autos, taxes and worker's compensation insurance				
Vice President of Operations	X			
Division Manager				
Project Manager		X	X	
Assistant Project Manager		X		
Project Estimating		X		
Project Superintendent(s)		X	X	
Mechanical and Electrical Coordinators		X	X	
Project Engineer(s)		X	X	
Scheduling		X	X	
Purchasing		X	X	
Secretarial / Clerk		X	X	
Field Engineer			X	
Time Keeper / Job Accounting			X	
Travel Costs		X	X	
Relocation / Temp Living			X	
Safety Officer		X	X	
FIELD OFFICE EXPENSES				
Job Office/Trailer			X	
Owner / AE Trailer			X	
Storage Shed/Trailer			X	
Telephone/Fax/Computers			X	
Office Equipment			X	
Copies/Blueprints			X	
Messengers/Couriers/Postage			X	
Project Photographs			X	
Sanitary Facilities			X	
Drinking water/Ice			X	
Job Office Power			X	
Temporary Roads and Laydown				X
Site Fencing				X
Dewatering				X
Generators				X
Travel Expenses for Project Specific Purpose			X	
Temporary Fire Protection				X
INSURANCE, BONDS AND TAXES				
Permits and Fees				X
General Liability Insurance				X
Builders Risk Insurance				X
Bond Premiums				X
Sales Taxes				X
Workers Compensation			X	
GENERAL				
Project Layout				X
Security				X
Temporary Enclosures				X
Dust / Traffic Control				X
Temporary Heat				X
Temporary Power/Light				X
Temporary Wastewater				X
Tools and Consumables				X
Daily Cleanup				X
Trash Removal				X
Pest Control				X
Final Cleaning				X
Project Sign			X	
O&M Manuals				X
Progress Photographs				X
Testing & Inspections				X
CMAR's and Contractor's Licenses and Fees	X			
Construction Labor				X
Construction Materials				X
Construction Equipment				X
Record Drawings				X

- i. Affidavits: The Proposers must complete the affidavit attached to the end of the RFP and submit the affidavit with the Proposal (Attachment C).

ATTACHMENT A
Facility Location Map



VICINITY MAP

ATTACHMENT B
PROPOSER EXPERIENCE FORM

Project #: _____ (Reproduce as necessary for each submitted project)

A. General Information:

Name of project: _____

Name of owner: _____

Name of owner contact: _____ Phone #: _____

Position or title of contact: _____

Address of contact: _____

- B. Project Description Details: Provide a written project description sheet summarizing the overall project, including plant size and work self-performed and the work performed by subcontractors. Written description should also identify if the proposed project manager and the site superintendent were associated with the project submitted and the roles they performed. Projects selected for submission should be similar in nature to the proposed work.

Please Note:

1. The project descriptions must clearly and specifically identify components similar to those outlined in the preliminary scope above. It will be assumed that any project components not specifically mentioned in the project descriptions are not included in the referenced project.
 2. The project descriptions must clearly and specifically include the names of the proposed personnel mentioned above and their roles in the project. If the names and roles are not included in the description, it will be assumed that the proposed personnel did not participate in the referenced project.
- C. Project Costs: (with complete explanation of cost overrun, if any, including change orders).

Total Bid Amount: _____ Final Cost: _____

Explanation of cost overrun, if any, including change orders: _

D. Liquidated Damages: Were liquidated damages assessed? If so, how much?

E. Claims: Are there any claims or litigation still pending or that have occurred in the past 3 years? If so, provide complete explanation.

F. Project Schedule:

Contract time as bid: _____ Actual time to complete: _____

Completion date: _____

Explanation of time overrun, if any: _____

G. Major Subcontractors: List major subcontractor names, contact information, scope of work, and total contract value.

ATTACHMENT C

APPLICANT AFFIDAVIT

The undersigned hereby attests under penalty of perjury and by personal knowledge to the following:

1. The contents of the Proposer Application (including all submitted attachments and other documentation) are true, correct and not misleading.
2. To the best of my knowledge neither the Applicant, nor its agents, affiliates, partners, employees, officers, directors or other associates of any kind, have colluded with any individual or entity on behalf of the Applicant, or themselves, to produce an unfair advantage over others or to gain favoritism in the award of any contract resulting from this RFP.
3. By responding to this RFP and submitting the Proposer Application (also referred to as the submittal), the Applicant agrees to indemnify and hold harmless all parties to this RFP, including, but not limited to, the Owner and Engineers for any conceivable damages arising therefrom; and affirms that no compensation is expected as a result of the preparation of said response.
4. Applicant agrees to use the submitted personnel for the duration of this project. Any changes in the submitted personnel must be approved in writing by the Owner.

Applicant Name:

Officer's Signature:

Printed name and title:

Telephone No:

Affix Corporate Seal

Witnessed by:

Witness printed name and title:

Date Signed:
