

Request for Proposal

Construction Management Services

College of Arts & Science HVAC System Replacement

RFP #10-021

ISSUED

November 6, 2009



FERRIS STATE UNIVERSITY
PURCHASING DEPARTMENT

420 Oak Street, Big Rapids, MI 49307-2000

Phone 231 591-2165 Fax 231 591-3902

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**ADVERTISEMENT FOR PROFESSIONAL
SERVICES CONSULTANT:**

CONSTRUCTION MANAGEMENT SERVICES

College of Arts & Science HVAC System Replacement

**Ferris State University
Big Rapids, Michigan**

FSU RFP #10-021

Ferris State University solicits Request for Proposals (RFP) from Professional Services Organizations (PSO) for a project identified as the College of Arts & Science HVAC System Replacement. The project requires complete professional construction management services for:

- Replacement of HVAC systems within three buildings (Start, ASC & Science) totaling approximately 270,000 GSF including construction of a new approximate 1,500 GSF mechanical/Chiller building and all necessary site and utility system infrastructure improvements.
- Total project budget: \$7.0 million

PSO's interested in this project can obtain RFP documents from the Ferris State University Purchasing website at www.ferris.edu/purchasing/openbids.

All respondents must download, complete and return the "Vendor Acknowledgement – Receipt of Documents" form to the Purchasing Department (this form is available at the top of the Open Bids web page).

Questions can be sent to the Purchasing Buyer: Becky Lucas lucasb3@ferris.edu

Proposals are due on or before 3:00 pm on November 23, 2009.

<http://www.ferris.edu/htmls/ferrisfaq/maps/>

REQUEST FOR PROPOSAL INFORMATION

PROJECT NAME: College of Arts & Science HVAC System Replacement

SERVICES REQUESTED: Professional Pre-Construction and Construction Phase Construction Management Services

PHASE OF SERVICES: Request for Proposal

ISSUED BY: Ferris State University Purchasing Office

PROJECT COORDINATOR: Michael Hughes, Associate VP Physical Plant
111 Knollview Drive, Big Rapids, MI, 49307
(P) 231-591-2924, (F) 231-591-2770
hughesm@ferris.edu

PURCHASING CONTACT: Becky Lucas, Buyer - Purchasing Office
420 Oak Street, Big Rapids, MI, 49307
(P) 231-591-3900, (F) 231-591-3902
Lucasr3@ferris.edu

SELECTION COMMITTEE: Michael Hughes, Associate Vice President Physical Plant
(AD HOC) Daniel Soyinski, Plant Engineer
Becky Lucas, Purchasing

RFP NUMBER: 10-021

INSURANCE REQUIREMENTS: Yes

BONDS REQUIRED: Yes

PROJECT TIMELINE

CM RFP ISSUE DATE: November 6, 2009

DEADLINE TO SUBMIT VENDOR RECEIPT OF DOCUMENTS FORM: November 12, 2009, 5:00 PM

MANDATORY PRE-PROPOSAL MEETING: November 16, 2009, 1:30 PM

DUE DATE: November 23, 2009; 3:00 PM, Purchasing Office, 5 copies

INTERNAL REVIEW: November 23 through November 30, 2009

SHORTLIST NOTIFICATION: December 1, 2009

INTERVIEWS: December 7 & December 8, 2009

ANTICIPATED AWARD: December 9, 2009

DESIGN: December 1, 2009 – March 1, 2010

FINAL FSU BOAD APPROVAL: April 9, 2010

BID PROJECT: March 8, 2010 – April 12, 2010

CONSTRUCTION: April 15, 2010 – December 31, 2010

SECTION 1.0 – PROJECT INFORMATION

SECTION 1.1 - PURPOSE:

Ferris State University (FSU) is seeking qualified Professional Service Organizations (PSO) to respond to a Request for Proposal (RFP) to provide professional Construction Management Services to FSU for the College of Arts & Science HVAC System Replacement.

Upon final award of the project, the PSO, will be expected to work in close cooperation with the design team, the owner and the owner’s consultants. Together, this team will work to complete the Project maintaining high quality and within the owners’ budget and schedule requirements.

The anticipated contract award type will be Guaranteed Maximum Price (GMP) with a fixed fee. Pre-construction services will be performed as a fixed-price element of the GMP contract.

SECTION 1.2 – PROJECT BACKGROUND & INFORMATION:

The Starr and Science buildings were renovated and the Arts and Sciences Commons building constructed in 1996. The renovation included architectural, mechanical and electrical systems. The only exception was that Williams Auditorium was not air conditioned due to funding limitations. Over the years the facility has been well maintained. However, the mechanical systems have become increasingly unreliable and unable to maintain an acceptable level of environmental comfort for academic needs. Compounding the problem is that parts are difficult or impossible to acquire, custom parts have long lead times and are very expensive, much of the equipment is mounted on the roof in such a way that when it fails, it leaks into the occupied building. Therefore, the University has determined it will replace the existing HVAC systems.

The CAS HVAC System Replacement Project Objectives include: the replacement of the current roof mounted primarily direct expansion (DX) cooling system with a central/district chilled water cooling system, improved system reliability and reduced energy consumption. Additionally, modifications to Williams Auditorium to add cooling are to be included in this project and will be bid as an alternate. Systems modifications will be considered pending adequate funding, such as improving building control systems for steam and ventilation control and ventilation control performance improvements to provide a comprehensive system that provides an acceptable level of environmental control and comfort for academic needs. The estimated total cost of the project shall not exceed \$7,000,000 and the project shall be completed by December 2010. The affected buildings will remain occupied throughout the duration of this project. However, a decision has been made to not schedule any classes during the summer of 2010 (May 10 – August 27, 2010). The CM will be charged with devising a plan in conjunction with the project team that will ensure the University’s continuous and unimpeded use of all facilities for the duration of this project.

SECTION 1.3 – PROJECT GOALS & REQUIREMENTS

1. PSO will be required to provide complete services for:

Pre-Construction Phase: Assist in program validation, Schematic, Design Development and Construction Document review, budget/schedule development, logistics planning, site analysis, constructability, bid-ability and value engineering studies as necessary; detailed construction schedule development and monitoring; construction cost estimating; and other construction management services as necessary to ensure the success of the project.

Construction Phase: The construction manager shall have complete responsibility for installation of the work in accordance with the contract documents to include but not be limited to: subcontractor administration; field management; change order management; submittal management; safety; quality control; scheduling; and, start-up, testing/commissioning and for all such other matters as may be necessary to produce a complete project.

- Compliance with all Federal, State, Local, University laws/codes/rules/regulations.
- Project may require off shift work, etc.

SECTION 1.4 – PROJECT BUDGET

A total project budget of \$ 7.0 million has been established, which includes, but is not limited to: design, construction, commissioning, testing & quality control, furniture, fixtures and equipment, contingency, owner soft costs and any/all other project related cost. A final project budget will be determined by the project team and presented to the FSU Board of Trustees for approval.

SECTION 1.5 – SELECTION PROCESS

In response to the advertisement, an interested PSO obtains a copy of the RFP documents from the FSU Purchasing website (www.ferris.edu/purchasing/openbids) and submits a completed **VENDOR ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS form**. Responses are due by 3:00 pm EST on November 12, 2009 and will be evaluated by the Ad Hoc Selection Committee.

Upon review of the RFP Technical Proposal and Cost proposals, PSO's will be short-listed and invited to make an oral presentation of its proposal and submit itself to the selection committee for questions and answers.

PSO's will be evaluated by the AHC using a set of weighted criteria in determining the firm best qualified, most suited and capable of providing the services required for this specific project. Criteria include, but are not limited to:

- Experience/qualifications of personnel
- Related project experience
- Team make up
- Team leadership and organization
- Project understanding
- Pre-Construction Advantage
- Quality of work plan
- Overall quality of proposal
- Interview
- Fee/cost
- Safety Record

At the conclusion of the evaluation of the proposals and interviews, the PSO best suited for the project as determined solely by the Adhoc selection committee will be recommended for an award of contract.

SECTION 1.6 – REJECTION OF RESPONSES

The University reserves the right at its sole discretion to reject any and/or all Responses, in whole or in part, received as a result of this RFP.

SECTION 1.7 – INCURRING COSTS

The University assumes no responsibility or liability for costs incurred by the PSO prior to the signing of any Contract resulting from this RFP.

SECTION 1.8 – INQUIRIES

Questions that arise as a result of this RFP must be directed to the Purchasing Buyer.

SECTION 1.9 – CHANGES IN THE RFP

In the event that it becomes necessary to amend any part of this RFP, addenda will be provided to all PSO who receive the RFP from the FSU Purchasing WEB site and who appropriately submitted the “**VENDOR ACKNOWLEDGEMENT - RECEIPT OF DOCUMENTS**” form.

SECTION 1.10 – ATTACHMENTS

The following attachments have been provided for your information and to assist you with this RFP:

- **FSU Campus Map:** <http://www.ferris.edu/htmls/ferrisfaq/maps/>

SECTION 2.0 – INSTRUCTIONS FOR FILING RFP RESPONSE

SECTION 2.1 – SUBMIT RFP RESPONSES TO:

To be considered, the PSO must submit a completed response to this RFP using the format provided in this Section. All RFP responses must be submitted in the format noted in the RFP – PSO’s should submit **five (5) copies** to:

Ferris State University
Purchasing Office, Prakken Building Room 250
420 Oak Street
Big Rapids, MI 49307-2020

No other distribution of Responses shall be made by the PSO. An official authorized to bind the PSO to its provisions must sign responses. We reserve the right to reject any qualifications not submitted to the proper location or on the proper forms. PSO shall be solely responsible for the delivery of their Response; and under no circumstances will a Response be given consideration if it is received after the Due Date and Time if caused by a second party courier.

Refer to the **RFP Timeline** for due date and time.

The separate sealed envelopes containing the Responses shall be labeled and identified with the following:

RFP Response – **Part 1 - TECHNICAL PROPOSAL**
Bid #10-021
College of Arts and Sciences HVAC System Replacement project
Ferris State University

RFP Response – **Part 2 - COST PROPOSAL**
Bid #10-021
College of Arts and Sciences HVAC System Replacement project
Ferris State University

SECTION 2.2 – ECONOMY OF PREPARATION

Responses should be prepared providing a straightforward, concise description of the PSO’s ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.

SECTION 2.3 – FORMAT FOR RESPONSES

To be considered, Responses shall be organized using the following organization and format. Use tabs to separate each section:

PART 1 TECHNICAL PROPOSAL

- Tab 1 – Introductory Letter
- Tab 2 – Information and Disclosure Form
- Tab 3 – Questionnaire
- Tab 4 – Construction Management Plan
 - Tab 4a – Organization and Communication
 - Tab 4b – Pre-Construction Advantage
 - Tab 4c – Records Management
 - Tab 4d – Work Packaging and Bidding
 - Tab 4e – Scheduling
 - Tab 4f – Cost Estimating
 - Tab 4g – Quality Program
 - Tab 4h – Safety Program
 - Tab 4i – Company Brochure, project illustrations, photos, etc. (optional)

PART 2 COST PROPOSAL

- Tab 1 – Contractor’s Fee Breakdown

Part 1 - Technical Proposal

TAB 2

SECTION 2.4 - INFORMATION & DISCLOSURE FORM

The undersigned certifies that to the best of his/her knowledge: (check all that apply)

- () There is no officer or employee of Ferris State University who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid.
- () The names of any and all public officers or employees of Ferris State University who have, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid are identified by name as part of this submittal.
- () The company listed below is a registered Minority or Woman owned business. I have included a copy of my company registration for documentation.

The undersigned further certifies that their firm (check one) IS or IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

After carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

Company Name: _____
_____ FEIN/TIN# _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____ Web Address: _____

Name & Title _____

Signature _____

ADDENDA

The PSO hereby acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Submit this form, signed and completed, with RFP Response

TAB 3

SECTION 3.0 – QUESTIONNAIRE

SECTION 3.1- PURPOSE

The intent of this Questionnaire is to establish a basis for evaluating the general qualifications of each PSO responding to this RFP.

SECTION 3.2 – INSTRUCTIONS FOR COMPLETING QUESTIONNAIRE

PSO shall respond to each Question numbered 1 through 10 below.

SECTION 3.3 – QUESTIONNAIRE

1. PSO Information

- a. Provide complete name, address, zip code, telephone number, fax number, and email address (if available) of submitting PSO.
- b. Indicate whether this RFP Response is being submitted in behalf of a parent firm, a branch office, or a joint venture.

“BRANCH OFFICE” is a satellite, or subsidiary extension, of a headquarters’ office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. “Branch Offices” are normally subject to the management decisions, bookkeeping, and policies of the main office.

“PARENT COMPANY” is that firm, company, corporation, association or conglomerate which is the major stockholder or highest level owner of the firm completing this RFP; i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The “parent company” of Firm A is Corporation C.

“JOINT VENTURE” is a collaborative undertaking of two or more firms or individuals for which the participants are both jointly and individually responsible.

“CONSULTANT” is a firm or individual to be under contract to the submitting firm for purpose of specialized services (i.e., structural, mechanical, electrical engineering and/or library science) for the subject project.

- c. Provide date the PSO was established under the name provided in question 1.a.

2. Type of ownership or legal structure of PSO (sole proprietor, partnership, corporation, etc.).

For statistical purposes only, indicate if PSO is a minority, woman, or handicapper owned business. To obtain certification as a minority, woman or handicapped owned business, contact the Department of Civil Rights, Compliance Division. Definitions are as follows:

MINORITY OWNED BUSINESS means a business enterprise of which more than 50% of the voting shares or interest of the business is owned, controlled, and operated by individuals who are members of a minority and with respect to which more than 50% of the net profit or loss attributable to the business accrues to shareholders who are members of a minority.

WOMAN OWNED BUSINESS means a business of which more than 50% of the voting shares or interest in the business is owned, controlled, and operated by women and with respect to which more than 50% of the net profit or loss attributable to the business accrues to the women shareholders.

HANDICAPPED OWNED BUSINESS means a business of which more than 50% of the voting shares or interest in the business is owned, controlled, and operated by handicap and with respect to which more than 50% of the net profit or loss attributable to the business accrues to the handicap shareholders.

OPERATED means the activity of being involved in the day-to-day management of a business.

3. **Name and address of highest-level owner**
(Branches or subsidiaries of larger or parent companies or conglomerates only)
4. **Name and contact information for two principals (maximum) from submitting PSO who may be contacted by the Project Coordinator.** Principals listed must be empowered to speak for the PSO on policy and contractual matters. Principals will be required to seal plans.
5. **PSO Office Make-Up**
 - a. Show total numbers of employees, by discipline, in SUBMITTING OFFICE. While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative".
 - b. List total personnel employed by the SUBMITTING firm.
 - c. List all prime consulting firms that will be involved in this project.
 - d. Show total number of employees, by discipline, in CONSULTANT OFFICE(S). While some personnel may be qualified in several disciplines, each person should be counted only one in accord with his or her primary function. Include clerical personnel as "administrative".
 - e. List total personnel employed by the CONSULTING firm(s).

6. **Qualifications and Experience of Key Personnel**

Provide brief resumes of key personnel expected to participate on this project, including BOTH SUBMITTING, JOINT VENTURE, AND CONSULTANT firms. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Include the following information for each key individual.

- a. Name and title of the individuals the firm or joint venture considers to be key to the successful completion of a project of this nature.
- b. Describe the role each key individual will play in this project.
- c. Detailed work history and current employer for each key individual.
- d. The highest academic degree achieved and the discipline covered (if more than one discipline rate highest, list both), the year received and the particular technical/professional discipline which that individual will bring to the project.
- e. If registered as an interior designer, architect, engineer, etc., show only the field of registration and the year that registration was first acquired; if registered in states other than Michigan, list states.
- f. A synopsis of experience, training, or other qualities that reflect individual's potential contribution to this project. Include such data as familiarity with State regulatory agency procedures including the Department of Management's Major Project Design Manual, similar type of work performed in the past, management abilities, familiarity with the general area of the project, etc. Please limit synopsis of experience to directly relevant information.

7. **PSO Experience with Construction and/or Renovation of Higher Education Facilities**

PSO may provide up to five examples of projects with emphasis on projects where construction and/or renovation work was for Higher Education Owners and Facilities. Projects must have been completed by the PSO or at least one member of a joint venture in the role of construction manager or general contractor within the last ten years; projects may also be in progress. If submitting as a joint venture, to be considered responsive, the joint ventures must have worked together as CM/GMP joint ventures on at least one of these projects.

- a. Provide the Institutional Facility Owner's name, along with name and phone number for a point of contact within the Owner's organization
- b. Project location, description of the project, contract award amount, and description of the services provided by the PSO

8. **PSO Experience as a CM/GMP contractor.**

PSO may provide up to five examples of projects of any type that have been completed by the PSO or at least one member of a joint venture where the PSO has acted in the role of construction manager under a GMP contract awarded for \$10 million or more within the last five years; projects may also be in progress. If submitting as a joint venture, to be considered responsive, the joint ventures must have worked together as CM/GMP joint ventures on at least one of these projects.

- a. Provide the Owner's name, along with name and phone number for a point of contact within the Owner's organization
- b. Project location, description of the project, contract award amount, and description of the services provided by the PSO

9. **Bonding**

Each responding PSO must submit evidence (i.e. a letter from surety less within 90 days of proposal date, etc...) that the firm or joint venture is capable of providing payment and performance bonds in an amount up to \$20 million. The surety indicating its willingness to bond the CM organization must

- a. Hold a current Certificate of Authority as an acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570), and
- b. Have at least an A Best's rating and a Class VII or better financial size category per current A.M. Best Company ratings. Bonding capacity will not be an evaluated criterion but will be used to determine the responsiveness of a Statement of Qualifications to this announcement.

Organizations unable to provide a sufficient level of bonding from an acceptable surety will not be considered irrespective of their past work experience.

10. **PSO Safety Record.**

Each responding PSO must provide data relating to the following:

- a. Provide a list of all lost-time accidents occurring in the last three years on projects for which the PSO (or any member of a joint venture) acted as general contractor or construction manager.
- b. If the PSO is a Parent Company, provide a list of all lost-time accidents occurring in the last three years for any subsidiary company.
- c. Provide the PSO's current Experience Modification Ratio (EMR). If submitting as a joint venture, provide the current EMR for each company responding as part of the joint venture.
- d. IF the PSO is a Parent Company, provide the current EMR for all subsidiary companies.

11. **Indicate the PSO's present workload.**

List all projects by name, owner, cost, and current status of each respective project – projects in design, projects in construction, new projects that have not started, and estimated completion dates.

12. **Statement of Qualification**

Provide through narrative discussion, reasons why your firm is especially qualified to undertake this project. Information provided may include, but not be limited to, such data as: college or university level facilities, engineering and technical facilities, energy conservation applications, any awards or recognition received by the firm or its members for similar work, or special approaches or concepts developed by the firm appropriate to this project. Respondents may include any statements they wish in support of their qualifications.

A principal of the firm, preferably the chief executive officer, shall sign the completed questionnaire.

Firms responding to this questionnaire shall not attempt to contact committee members other than the coordinator. Contacting the coordinator shall be for the sole purpose of RFP clarification.

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TAB 4

SECTION 4.0 – CONSTRUCTION MANAGEMENT PLAN:

- a) **Organization & Communication:** Provide a project organization chart showing all key personnel and outlining the authority and communication lines between them. Identify any past experience in using electronic media to promote communication and solve problems on a construction project.
- b) **Pre-Construction Advantage:** Describe what advantages FSU can expect from involving your organization in reviewing the planning and final design documents prior to releasing construction documents for bidding to trade contractors. Describe lines of communication between A/E and PSO that you propose to employ during the pre-construction phase.
- c) **Records Management:** Provide a plan for the management of the project's documentation. Identify the documents to be tracked, the means of tracking them and the proposed method of keeping FSU current on the status of project documents throughout the pre-construction (planning) phase and the construction period.
- d) **Work Packaging and Bidding:** Identify the scope of work anticipated to be performed by the firm with in-house labor and work anticipated to be subcontracted. FSU encourages the participation of local firms in the bid process on its construction projects. Describe the organization's plan for identifying qualified trade contractors and material suppliers from: Mecosta County, within a 60 mile radius of Big Rapids, and within the State of Michigan to bid on work packages. Submit a statement indicating a willingness to involve local participation in the bid process to the greatest extent practical. Additionally, describe your strategy to solicit local participation
- e) **Scheduling:** Provide a summary level critical path schedule for the project showing the firm's intent in sequencing the construction. Describe how initial, detailed project schedule will be developed and the procedures to be used to monitor and control the schedule during construction. Propose durations (in days after the Owner's issuance of a Notice to Proceed) for substantial and final completion of construction.
- f) **Cost Estimating:** Identify methods/procedures that will be employed to meet the target price for each trade category as identified in the final cost estimate and corrective measures.
- g) **Quality Program:** Submit a written quality assurance/quality control plan naming the Contractor's principal quality representative in the field. Describe how non-complying construction work will be identified and what procedures will be used to prevent the installation of defective work.
- h) **Safety Program:** Submit a written safety plan naming the Contractor's principal safety representative in the field. Describe any safety concerns unique to the project. Provide a list of all lost-time accidents occurring in the last three years on projects for which the Contractor (or any member of a joint venture) acted as general contractor or construction manager.
- i) **Challenges/Concerns:** Describe any significant challenges and/or concerns the PSO may have related to this project relative to scope, schedule and budget. Additionally, describe how the PSO proposes to address any identified challenges/concerns.

SECTION 5.0 – PRIME PROFESSIONAL SERVICES ORGANIZATION RESPONSIBILITIES

5.1.0 General

Each of the firms deemed most qualified are requested to submit Part I and Part II as one submittal; however, **Part I and Part II submittal must be submitted in separate envelopes and identified as to their content.**

The Contractor will be expected to evaluate the availability of labor, materials and equipment, cost-sensitive aspects of the design; and other factors that may have a bearing on the Contract Price for the Work and/or the Contract Time for the Work.

Once all trade contracts have been received, FSU and Contractor have negotiated a mutually acceptable firm, fixed price for the Work, FSU and Contractor shall execute a Contract finalizing the Contract Price and Contract Time for the Work.

5.1.1 – INSURANCE REQUIREMENTS

It is the Policy of Ferris State University to require that all companies performing work on Ferris State University property will provide this University with certificates of Insurance. The certificate of Insurance will provide Ferris State University assurance that the company has the following minimal amounts and types of insurance in effect:

Workers Compensation	\$100,000 Bodily injury by accident \$100,000 Bodily injury by disease \$500,000 Bodily injury by disease per policy limit
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 Aggregate, \$1,000,000 Personal and Advertising Injury, \$2,000,000 Products-Completed Operations Aggregate
Auto Liability	\$1,000,000 per occurrence, single limit, Bodily injury and property damage
Excess Umbrella	Not less than \$10,000,000 per occurrence

*Note: Additional insurance coverage may be required in specific instances.

The certificates of Insurance shall also provide Ferris State University with: policy effective date, policy expiration date, policy number, companies affording insurance, producer, insured, certificate holder (Ferris State University), and assurance that at least 30 days notice to Ferris will be given upon cancellation of insurance.

Exceptions to this policy will not be made unless circumstances exist that warrant alternative consideration. In such cases the company or person unable to obtain proper amounts of insurance may be required to sign and agree to hold Ferris State University harmless for any potential or realized liability.

Questions may be directed to the Purchasing Department, phone number (231)591-2165.

5.2.0 Contract Award

Subcontractors and Material Suppliers

During contract negotiations with FSU, but prior to entering into subagreements, the Contractor will deliver to FSU, in writing, a list of the subcontractors and suppliers that the Contractor proposes to use on the project. All of the contract work must be shown on this list either as being performed under a subagreement or self-performed. This list will detail (a) the price of each subagreement and the corresponding subcontractor or supplier, (b) the sum of all the intended subagreements, and (c) the price for those parts of the Work that the Contractor intends to self-perform and, unit price where applicable and to owner's advantage.

After reviewing this list, FSU and Contractor will (a) discuss FSU's concerns with or objections to any proposed subcontractor or supplier; (b) discuss any FSU concerns relating to any proposed self-performed work; and, (c) discuss other matters of importance.

If FSU objects to any proposed subcontractor or supplier or to any self-performed Work, the Contractor will propose a substitute subcontractor or supplier (those who submitted sub-bids for the Work affected, if such option is still available). Once all of its concerns have been addressed to its satisfaction, the University will issue its written consent to the proposed slate of subcontractors and suppliers.

5.3.0 Pre-Construction

Design Review

The contractor shall include regular and periodic work sessions with the project team during all phases of the project, especially during the construction document phase in order to provide the project timely input pertaining to but not limited to cost, constructability, durability and value as necessary to completely achieve the project scope of work in accordance to program and established budget.

FSU wants to reduce to an absolute minimum the number of Request for Information (RFIs) and change orders due to errors and/or omissions. During the final 20% of the design (for each design phase), the Contractor will present detailed recommendations on the relative feasibility of Means and Methods of Construction, labor and material availability, and factors related to Construction Cost. The Contractor will attempt to identify all discrepancies arising in the Contract Documents during the final 20% of the design, especially those related to clarity, consistency and coordination of the Work of Subcontractors and Suppliers. As requested by FSU, the Contractor will meet with FSU to discuss its findings. The results of the meeting will be provided to FSU in a report with notations and recommendations on the drawings, specifications and other documents as necessary.

The Contractor will perform a changes-and-claims-avoidance review of the 80% complete drawings and specifications. The changes-and-claims-avoidance review will spot check cross-references and complementary plans and sections and identify whether (a) the drawings and specifications are sufficiently detailed and coordinated to minimize requests for information during construction; (b) brand-named materials and equipment are available and are performing well in similar installations; and (c) FSU is susceptible to differing site conditions disputes given the information provided in the Contract.

The Contractor will advise the Architect and FSU on (a) the site use and improvements, excavation and foundation considerations and selection of materials, building systems and equipment; (b) the feasibility of the Means and Methods, labor and material availability and factors related to Construction Cost, (c) the clarity, consistency, constructability and coordination of the drawings and specifications, (d) the impact and feasibility of In-Kind-Gifts (building & system components) on the Project including but not limited to: schedule, budget and warranty.

The Contractor's design review will be expected to reduce the number of RFIs and change orders during construction but will not transfer any responsibility for the design of the project to the Contractor.

Schedule Review

The Contractor will perform a pre-construction scheduling review of the drawings and specifications on the 80% complete drawings and specifications. This review will investigate and establish for each proposed subagreement: (a) required sequences of Work; (b) not-earlier-than and no-later-than Contract Times for interim and completion milestones; (c) impact on day-to-day functions of the University with potential delay on construction; and, (d) finalized Division 1 specifications.

Revisions to the Construction Management Plan

Prior to beginning construction, the Contractor will update the Construction Management Plan submitted in its technical proposal. Updates to the Construction Management Plan will take into account the following but not be limited to (a) any changes to the design made during the finalization of the one hundred percent (100%) drawings and specifications; (b) the Architect's final criteria, drawings, specifications and descriptions of the project; (c) the Contractor's examination of any additional reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents of physical conditions of Underground Utilities obtained during the finalization of the Construction Documents, whether obtained by FSU or the Contractor, (d) significant issues concerning permitting, (e) any fast-tracking of the construction directed by FSU, (f) the status of the procurement of long-lead time materials and equipment, and (g) funding issues identified by FSU.

Before finalizing any revisions to the Construction Management Plan, the Contractor will meet with FSU and review any significant findings, information obtained and special issues and constraints having a potential effect on the Contract Price and/or the Contract Times. Based on the results of the reviews and evaluations undertaken, the Contractor will prepare and submit to FSU the finalized Construction Management Plan.

FSU and appropriate representatives will meet with the Contractor to discuss the finalized Construction Management Plan. Once all of FSU's concerns regarding the finalized Construction Management Plan have been resolved to FSU's satisfaction and included in the Plan, FSU will approve the finalized Construction Management Plan. The finalized Construction Management Plan will become the baseline against which the Contractor's performance will be measured during construction.

The Contractor will carry out the duties, obligations and responsibilities concerning the securing of necessary permits and approvals from those Public Authorities and public utilities with jurisdiction. The Contractor will keep FSU informed of any issues and difficulties encountered in these permitting activities.

5.4.0 Construction

Bidding Documents

The Contractor will be responsible for providing Division 0 and Division 1 specifications in its bid packages and for compiling and distributing all bidding documents including those sets of bidding documents that are directed by FSU to be submitted to interested political subdivisions.

Communications

The Contractor will prepare and distribute monthly Project Control reports (during all phases) as directed by FSU. Reports may include any or all of the following: (a) Schedule Status Reports comparing actual progress with scheduled progress; (b) Progress Photographs & WEB Camera (c) Project Cost Reports showing the current Contract Price Breakdown and detailing the status of Contingency Allowances (if any); (d) a Cash Flow Report for the remainder of the Project, and (e) Change order and change authorizations as of the date of the report and showing their effect on the Contract Price and the Contract Times, as appropriate. In addition to the paper copies requested by FSU, all project data is to be submitted on a regular basis in an electronic format to be determined by FSU.

Records Management

The Contractor will establish a system and manage all paper Project Records until the turnover of the records at Final Completion. A list of representative Project Records includes the following documents: correspondence, meeting minutes, requests for information, the Architect's observation reports, the Contractor's daily reports, subcontractor approval requests, "or equal" and substitution documentation, submittals, progress schedules, insurance certificates, Notice to Proceed, punch lists, tests and inspection certificates, approvals, non-conformance reports, construction change documents, progress payments, equipment warranties, O&M manuals, shop drawings, record documents, final payment documents and occupancy permits.

It is expected (if the University chooses) that the contractor be capable of establishing a Records Management System that may include an internet based project specific WEB site that will scan all project documents in their entirety, without exception, and will also store documents on CD-ROM disks. Appropriate (university approved) commercially available software will be used to retrieve electronic facsimiles of the originals and to maintain an electronic document database indexing all pertinent information on all project documents.

Near completion of the Work, the Contractor will provide FSU with training in the use of the Records Management System. Prior to final payment, the Contractor will turnover to FSU all software and data files necessary to operate the Records Management System as well as all original paper copies of all records.

Progress Meetings

The Contractor will conduct periodic Project Meetings at intervals appropriate to the progress of the Work, which will be attended by FSU, FSU's representatives and Architect. Project Meetings shall serve as a forum for the exchange of information, discuss issues and review construction progress. The Contractor will prepare and distribute minutes of the meetings to FSU and any other attendees as may be directed by FSU.

The awarded PSO shall be considered the Prime Contractor and therefore will be required to assume responsibility for all contractual activities offered in this response whether or not that contractor directly performs them. Further, the University will consider the Prime Contractor to be the sole point of contact with regard to this RFP and any pursuant contractual matters.

In addition to holding and managing the trade contracts, the Construction Manager will be required to provide project management services during the pre-construction phase including: providing design and constructability reviews, value engineering studies, scheduling and cost estimating services; assisting in the development of construction work packages and bidding, awarding trade contracts and Project records management including project specific web site. Pre-construction services will be performed as a fixed-price element of the GMP contract.

The Construction Manager will provide a detailed cost estimate and GMP to complete the construction when the design documents are approximately 80% complete. Through the end of the design, the Construction Manager will monitor the effect of the design detailing on construction costs and provide the Owner periodic, updated cost estimates. When all of the trade contracts are awarded, the GMP will convert to a firm, fixed price and the Construction Manager will assume a traditional general contractor's role.

5.5.0 - Prevailing Wages

All contractors providing services to Ferris State University must provide services contracted for in accordance with the following provisions:

1. Prevailing wage rates, as published by the State of Michigan, shall be used on all Ferris State University projects. Wage rate schedules will be provided by the Project Coordinator; these schedules are time sensitive and issued for each specific project.
2. The rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractors and all of the contractor's subcontractors and their subcontractors and all construction

persons privity of contract with the contractor shall be not less than the wage and fringe benefit rates in the Michigan Department of Labor schedule of occupational classification and wage and fringe benefits for the locality in which the work is to be performed. With respect to prevailing wage and benefit rates, the term “contractor” shall include all Lessors, General Contractors, Prime Contractors, Project Managers, or Subcontractors and person in privity of contract with them.

3. The contractor and all the contractor’s subcontractors and their subcontractors and all persons in privity of contract with the contractor shall have no fewer journeyman construction mechanics per apprentice than provided in the Michigan Department of Labor schedule of occupational classifications and apprentice-journeyman ratios for construction mechanics at the location of this Project. For purposes of this determination, “apprentice” shall mean only those apprentices enrolled in a registered apprentice program.
4. The contractor and all the contractor’s subcontractors and their subcontractors and all persons in privity of contract with the contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates and apprentice-journeyman ratios as prescribed in the contract, and the address and telephone number of the Department of Labor office responsible for enforcement and shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic and apprentice employee in connection with said contract. This record shall be available for reasonable inspection of the Michigan Department of Labor.
5. In case there is an omission of any trade from the list of wage rates and fringe benefits to be paid to each class of mechanics by the contractor, it shall be understood that the trades omitted shall also be paid not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed.
6. A finding by the Michigan Department of Labor that the contractor or subcontractor in violation of the requirements of the contract shall be final for all purposes.
7. The Owner and all intervening contractors shall withhold twice the amount of the underpayment reported in the Department of Labor’s determination until the contractor or subcontractor satisfies the reported underpayment of the determination is found erroneous after a hearing conducted upon the request of the contractor or subcontractor.
8. The Owner at his discretion may require that any trade contractor or a trade subcontractor submit weekly certified payroll reports to the Owner for verification of compliance with prevailing wage requirements.

Part 2 - Cost Proposal

SECTION I- GENERAL

I-1 Contract Award:

It is intended that Ferris State University will negotiate a contract with the Contractor that has been recommended by the committee, based on the committee's combined evaluation of Parts I and II. Part I and Part II submittal must be submitted in separate sealed envelopes and identified as to their content.

I-2 Rejection of Proposals:

Ferris State University reserves the right to reject any or all proposals received as a result of this Request for Proposal.

I-3 Cost:

Ferris State University is not liable for any cost incurred by the contractor prior to issuance of a contract.

I-4 Response Date:

To be considered, Part I & Part II must arrive at the issuing office on or before 3:00 p.m. local time, November 23, 2009. Proposals arriving after that date and time will be returned unopened.

I-5 Proposals:

To be considered, the contractor must submit a complete response to this Request for Proposal as per Section II. Five copies of the proposal must be submitted to the issuing office. Proposals must be signed by an official authorized to bind the contractor to its provisions.

SECTION II - PERSONNEL AND COMPENSATION:

II-1 Instructions:

Part II (cost proposal) shall carefully interface all phases of the work plan identified in Part I (technical proposal). All personnel costs shall be estimated for each individual in each phase identifying personnel performing a direct service, estimated number of hours in each phase, billing rate with total cost for each individual. Include all costs for general conditions, payment and performance bond (10 month period), insurance, overhead and profit. **The owner will be open to any suggested allowances that would benefit the owner.**

II-2 Budget:

Ferris State University will fund all costs associated with the completion of all services necessary to accomplish the work. The contractor agrees that the funds available for construction will be allocated based on their preliminary estimates and other appropriate cost categories that will be the detailed target construction budget and will become the basis for the construction contract. A contingency of not less than 7% of the construction cost must be included in the budget.

II-3 Construction Management Phase:

Upon final development of the construction budget, the contractor shall update the construction management plan submitted in its technical proposal. The updated management plan shall detail but not be limited to the following contractor's: (a) broad sequencing of the project; (b) cost estimate for the work based on the owner's budget; (c) bid packaging strategy; (d) field organization, and, (e) document control plan and as per the pre-construction schedule proposed in the technical proposal.

Prior to completion of final construction documents, the contractor will revise/update the construction management plan. Revisions to the construction management plan shall take into account (a) any owner requested changes made subsequent to the 80% design development review; (b) the architect's final criteria, drawings, specifications and descriptions of the project contained in the contract documents; (c) the contractor's examination of any additional reports of physical conditions of existing surface and subsurface facilities and documents of physical conditions of underground utilities obtained during the finalization of the construction document phases; (d) significant issues concerning permitting; (e) the fast-tracking, if any; (f) the status of the procurement of long-lead time materials and equipment; (g) issues concerning funding of the construction phase; and, (f) any other issues of concern to achieve the total project scope and budget.

Before finalizing any revisions to the construction management plan, the contractor shall meet with the owner and review any significant findings, information obtained and special issues and constraints having a potential effect on the detailed target construction budget for the work and/or the contract times for the work. Based on the results of the reviews and evaluations undertaken, the contractor shall prepare and submit to the owner the finalized construction management plan.

The contractor shall carry out the duties, obligations and responsibilities concerning the securing of necessary permits and approvals from those public authorities and public utilities with jurisdiction. The contractor shall keep the owner informed of any issues and difficulties encountered in these permitting activities.

II-4 Estimates:

At each phase (program analysis, schematic design and design development), the contractor shall test and verify previous phase estimates to insure that the project is progressing on and can be constructed within

the owner's construction budget. At 60% construction document, the contractor shall develop work category/bid packages including a detailed target construction estimate for each category. This is essential for establishing construction cost and for purposes of assessing the design to insure that the project can be constructed within the construction budget. It is essential that this estimate be prepared with such accuracy to be within 2% of the owner's budget when the bids are received and the construction cost and contract are finalized. Estimates of the work shall be based on but not be limited to the CSI Divisions and shall set forth changes in (a) materials, details, sizing of equipment and mechanical and electrical systems; (b) the cost of labor, materials and equipment; (c) construction sequencing; (d) project scope and adjustments in quality standards and finishes; and, (e) any means and methods of construction and any work sequences during construction. Should the project cost estimate exceed the budget by more than 2% the contractor will provide all services necessary to assist the architect in re-designing and shall rebid the work to accomplish the project within the budget, at the contractor's expense.

II-5 Design Review:

The owner wants to reduce to an absolute minimum the number of requests for information (RFI's) and change orders due to errors and/or omissions. As the design evolves, the contractor will continuously review the design development and prepare appropriate estimates and meet with the owner's representatives and architects to review any significant findings that will impact the detailed target construction budget. At 60% design development, the contractor will present detailed recommendations on the relative feasibility of means and methods of construction, labor and material availability, and factors related to construction cost and point out any discrepancies in the documents, especially those related to issues concerning clarity, consistency and coordination among the work of subcontractors and suppliers. The contractor will advise the architects on (a) the site use and improvements, selection of materials, building systems and equipment, (b) the feasibility of means and methods, labor and material availability and factors related to construction cost; and, (c) the clarity, consistency, constructability, coordination of the drawings and specifications and (d) the impact and feasibility of In-Kind-Gifts (building & system components) on the project including but not limited to: schedule, budget and warranty.

The contractor's design review shall be provided on an advisory basis and from a contractor's perspective only and shall not imply any responsibility regarding the design of the project onto the contractor.

At 80% construction document development, the contractor shall perform changes and claims avoidance reviews of the drawings and specifications. Changes and claims avoidance reviews shall check cross-references and sections and in general, comment on whether (a) the drawings and specifications are sufficiently detailed to minimize the necessity for requests for clarifications and reduce differences in scope development amongst bidders; (b) names of materials and equipment and availability; (c) the design validates existing as-built data; and, (d) the drawings and specifications reflect the changes and claims previously identified during the design phase.

II-6 Subcontractor and Material Supplier Bidding:

With the submission of the construction management plan, the contractor shall disclose to the owner in writing how it proposes to advertise, package, bid and award sub-bids for the work. Bidding procedures must be in accordance with University Board Policy and Purchasing procedures.

The contractor will be responsible for assembling bid packages including Division 0 and Division 1 specifications and for compiling sets of subcontractor bidding documents.

Prior to bidding, the contractor shall discuss with the owner the bidding procedures as per University Board Policy and Purchasing procedures. The contractor is responsible for the distribution of bidding documents to prospective subcontractors and suppliers. Documents will be available from the architects. The owner will provide a room for the opening of sub-bids. The contractor shall coordinate bid opening procedures with the owner.

II-7 Guaranteed Maximum Price (GMP):

At 90% completion of final design documents, the contractor shall confirm that the detailed target construction budget is within 2%. To establish a guaranteed maximum price for the work, the contractor shall add:

- Project personnel
- The total of all subcontract bids
- The cost of the work to be self-performed
- Overhead and profit
- General condition costs
- A CM/Owner contingency not to exceed 3% of the construction cost
- The cost of payment and performance bonds, insurances and other costs that may comprise the total project cost

This total must be within 2% of the detailed target construction budget, subject to any agreed upon budget adjustments.

II-8 Overhead and Profit:

The construction manager shall provide the owner with an estimate for overhead and profit based on a percentage of the actual bids received and accepted and the cost for all work to be self-performed. This percentage shall be identified in the construction management plan. The proposal must also stipulate the percentage mark-up for any additional work added via change order for:

- Work performed by the CM's own labor forces _____%
- Work performed by sub-contractors and managed by the CM _____%

II-9 General Condition Costs:

General condition costs shall be provided in an itemized breakdown established by the contractor based on an estimated cost per day to perform the work. This amount shall be identified in the construction management plan and presented to the owner for approval.

II-10 CM/Contractor's Notice of Intent to Award:

After receipt of bids and confirming that the project can be built within the owner's budget, the owner and contractor will (a) jointly review the slate of subcontractor and supplier and shall discuss any owner's concerns with or objections to any nominated subcontractor or supplier; (b) discuss any owner concerns relating to any proposed self-performed work; (c) discuss the conditions under which the owner will agree to leave any portion of the remaining contingency allowance within the contract price for the work; (d) work out possible time frames for the date of commencement of the contract time for the work; (e) schedule the pre-construction conference; and, (f) discuss other matters of importance.

If the owner objects to any nominated subcontractor or supplier or to any self-performed work for good reason, the contractor shall nominate the next lowest responsive bid received as a substitute subcontractor or supplier, if such option is still available. The owner will issue its written consent to the slate of subcontractors and suppliers. Once the owner consents to all such substitute subcontractors and suppliers, the contractor's construction cost for the work shall be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

All services performed by the contractor in connection with receipt of subcontractor bids, including preparation for work to be self-performed, finalizing the GMP for submission to the owner, or acquiring any documents necessary to execute a construction contract with the owner, shall be considered construction services and the cost thereof shall be included in the GMP.

Upon acceptance by the owner of the contractor's GMP, the contractor's construction management pre-construction services will be concluded and the contractor will accept and comply with all the requirements of the owner's construction contract. A separate contract for construction services will be awarded to the CM/contractor in the amount of the GMP.

II-11 **Construction Manager/Owner Contingency:**

Upon conversion to a construction contract, the owner agrees to maintain a contingency allowance within the GMP in an amount not to exceed 3%. The CM/contractor will be responsible for the cost of all changes in the work resulting from design errors and omissions that impact the cost of the work. The cost for these changes is chargeable to the above agreed contingency. The cost for changes in the work for errors and omissions that exceed the contingency shall be at the CM/contractor's expense. Any money remaining in the contractor's contingency at the completion of the project in the amount of \$75,000 or less shall be split equally between the contractor and the owner, providing that the work is completed in accordance with the approved schedule and there are no prime or subcontractor claims against the contractor or owner. Funds in excess of \$75,000 will be credited to the owner.

II-12 **Owner's Contingency:**

The owner will accept the cost and/or credit for owner requested changes that alter the scope of the work to be performed and for changes resulting from conditions that were unknown or deemed to have been unreasonably difficult to identify through a prudent investigation. All changes impacting the design of the project shall require prior approval of the architect subject to review and approval by the owner. Monies remaining in the owner's contingency at completion of the work will remain in the project account and retained by the owner.

TAB 1

II-13 Contractor's Fee Breakdown:

Pre-Construction Phase

Program Analysis	\$
Schematic	\$
Design Development	\$
<u>Bidding Phase</u>	\$
Sub-Total	\$

Construction Phase

Project Personnel	\$
General Conditions	\$
Payment/Performance Bond (10 months)	\$
Insurance	\$
<u>Overhead and Profit % of construction</u>	\$
Sub-Total	\$

TOTAL Pre-Construction and Construction \$ _____

- Suggested Allowances (Provide Cost and Description)
- Change Order Overhead and Profit Markup:
 - Work performed by the CM's own labor forces _____%
 - Work performed by sub-contractors and managed by the CM _____%

