

Request for Proposal

Construction Manager at Risk

Project Owner: Center Point-Urbana Community School District

Project Name: Center Point-Urbana – Secure Entries, Field Renovations, and Performance Addition

Project Location: 145 Iowa Street, Center Point, IA 52213

Delivery Method: Construction Manager at Risk (CMaR)

RFP Issuance: May 22, 2025

RFP Questions Deadline: May 28, 2025, before 4:00 P.M. CDT

RFP Responses Deadline: June 4, 2025, before 2:00 P.M. CDT

Public Opening of Proposals: June 4, 2025, 2:00 P.M. CDT

Candidate Interviews: July 9, 2025. Evening.

Notification of Selected CMaR: July 17, 2025

A. EXECUTIVE SUMMARY

Center Point Union Community School District (the “District”) is seeking proposals for Construction Manager at Risk (CMaR). The request for proposals is part of a competitive selection process to engage a CMaR firm to provide services for the secure entry addition at the Primary School, a secure entry addition and renovation at the Middle School, baseball and softball field renovations and upgrades, and the construction of an addition at the High School to include a weight room, auditorium, multi-purpose space and support spaces.

B. PROJECT OVERVIEW

The District invites you to submit your firm’s qualifications to provide CMaR services to support the following District activities.

- I. Pricing, phasing, and constructability review for secure entry renovation at the Primary School and Middle School, baseball and softball field renovations, construction of addition at High School, and associated site work.
- II. Pre-construction services, including cost estimating and bidding services.
- III. Construction Manager at Risk of approved scope of work.
- IV. Solicitation of subcontractors pursuant to Iowa Code 26A.
- V. Other pertinent information and required services to complete work.

The Project involves the construction of a new 600-seat auditorium, complete with stage and backstage support area. Additionally, includes the development of a 7,500-8,500-sf weight-room and multiuse space, along with a 2,000-2,500-sf shared lobby and restrooms. The project will also include the addition and renovation of secure entrances for both the Middle and Primary School Buildings.

The scope of work extends to significant renovations and upgrades to the baseball and softball facilities. The baseball field will undergo restructuring, while the softball field will receive new sod and a scoreboard. Both fields will be equipped with new lighting, netting along the infield, updated bleachers, batting cages, irrigation systems, foul poles, and dugouts featuring a crow's nest. Additionally, new outfield fencing will be installed to improve durability and functionality.

Further improvements include the renovation of the concessions and restroom facilities, ensuring compliance with ADA standards, upgraded electrical service, and the addition of code-compliant hard surface parking.

C. PROJECT DELIVERY METHOD

It is intended that this project will be delivered using a CMaR. The form of contract for CMaR services will be A133/CMc-2019, *Standard Form of Agreement Between Owner and Construction Manager as Constructor* and A201-2017, *General Conditions of the Contract for Construction*. The District will hold the Project Team's contracts (including the CMaR and Architect). The CMaR will hold the subcontractors' contracts. Construction Phase services will be at Risk via Guaranteed Maximum Price (GMP). The District is budgeting \$17,180,000 for the GMP. It is the owner's expectation that the CMaR will be able to deliver services, information, and benchmarking costs which will allow the District to make timely and informed decisions within the proposed schedule. It is anticipated that the CMaR will execute the final GMP amendment (AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment) with the District upon issuance of 25% Construction Documents. Any cost differences at the time of bidding will be managed with contingency included in the GMP. 100% of any savings to the GMP will be returned to the owner using allowances and/or contingencies. This contract arrangement has been selected by the District due to the complexity of the project including phasing, and budget and cost monitoring requirements.

The Project is subject to Iowa public bidding laws, including without limitation Chapter 26A Guaranteed Maximum Price Contracts. The successful CMaR will be required to work with the District, Architectural and Engineering (A/E) firms to comply with the bidding requirements. While there are statutory requirements, compliance with Chapter 26A will be required and sets forth the process for qualification of subcontractors, the bid review, evaluation, and award evaluation process for all subcontracted work including any self-performed work. The CMaR is not required to comply with bidding requirements for general conditions as provided in the CMaR contract.

D. SCOPE OF SERVICES

The CMaR along with the A/E Team will be a critical member of the Project Team, providing services prior to the start of construction through final acceptance and Project closeout. The CMaR services are outlined below for preconstruction, bidding, construction, and post construction. The precise Scope of Services shall be defined in the A133/CMc-2019, *Standard Form of Agreement Between Owner and Construction Manager as Constructor*. The Scope of Work shall include all necessary site work required by the District for occupancy. Any objections to such a basis for the form of agreement should be articulated in submission made in response to the RFP.

I. PRECONSTRUCTION PHASE SERVICES

The Construction Manager (CM) will provide preconstruction phased services for the project. The CM will assign a team to the project who will be the same team that will be assigned during the construction phase to work cooperatively with the District and A/E firms. The CMaR team will be responsible for performing the following duties including, but not limited to cost estimating, cost and quality comparisons of alternate products or systems, value management, phasing, constructability review, scheduling, and preconstruction planning throughout the preconstruction phase. The CMaR shall provide direction with regard to accelerated or fast-track scheduling, procurement, phased construction and phased bidding. The CM will be brought onto the team during the schematic development phase.

The CMaR will participate in design meeting as needed to increase their knowledge of the District's goals and expectations that may inform decisions on cost and quality.

During the development of the drawings and specifications, the partially completed documents shall be provided to the CMaR for pricing check points and ongoing cost management during the design phases.

Published cost estimations will be required at the following stages of the project:

1. Within 4 weeks of the contract agreement to manage scope and cost against budget.
2. At completion of Design Development phase to manage scope and cost against budget.
3. At point established for GMP, after Design Development phase is complete. See additional information regarding the GMP below.
4. Prior to release of bidding documents at last check prior to bidding

The CMaR shall submit to the District and A/E their proposed GMP and its qualifications and assumptions based upon documents issued for that purpose. The District, A/E, and

CM shall meet to reconcile any questions, discrepancies, or disagreements relating to the GMP and the qualifications and assumptions. CMaR involvement during design is intended to support their cost evaluation needed to establish the GMP before public bidding for sub-contractors. This project will be “open book”, including, but not limited to, bids on all trade packages, general conditions, and fees. Within 30 days of receipt of issued GMP Pricing Documents, the CMaR shall submit to the District, for approval, the CMaR’s proposed final GMP based upon the documents including the approved qualifications and assumptions. Contingent upon the District’s approval of the final GMP, the parties will execute and amendment to the CMaR agreement establishing the GMP. The Project is subject to Iowa public bidding laws, including without limitation Chapter 26A of the Iowa Code. The CMaR will be responsible for complying with Chapter 26A and other public bidding requirements throughout the preconstruction phase.

II. BIDDING PHASE SERVICES

The CMaR will establish and implement procedures for the bidding process including: the schedule for bidding, evaluation of need for multiple bid dates, development of bid packages, distribution of bid documents, the issuance of addenda, the holding of pre-bid conferences, and the receipt of bids. Bidding of trade packages for subcontractors is expected to be after the GMP amendment is signed. The CMaR shall adhere to Iowa statutes regarding qualification, selection, and award of contract for public work. Reference Iowa Chapter 26A directly in addition to other public bidding laws.

The CMaR will identify potential contractors and suppliers, develop their interest in bidding on the project to ensure a competitive bidding environment, and determine their ability to meet project requirements.

The CMaR will prepare a request for statements of qualifications. The request shall include general information on the project, site, project scope, schedule, selection criteria, and the time and place for receipt of statements of qualifications. The CMaR will provide public notice of the RFQ in a relevant contractor plan room service with statewide circulation, and on an internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity.

The CMaR will develop a construction schedule that meets the needs of the District for inclusion in the contract documents. The CMaR, in consultation with the District and Architect, will schedule, organize, and conduct pre-bid conferences in a manner consistent with the bid schedule.

III. CONSTRUCTION PHASE SERVICES

The CMaR shall collect all as-built drawings from vendors and consultants as approved by the Architect. The CMaR will also collect and categorize all warranty and maintenance manuals, certify all vendor bills after collecting all documentation, prepare the completion certificate based on all documents and drawings, and assist in submitting all occupancy documents to relevant governing bodies. The CMaR will also assist in facilitating/requiring training sessions for appropriate employees regarding the operation and maintenance of technical equipment, provide follow-up and call back services for the duration of the longest warranty period covered by a contractor on the project and conduct a post-occupancy walk-through appropriately timed to address project issues prior to expiration of applicable warranties.

IV. POST-CONSTRUCTION PHASE SERVICES

The CMaR shall collect all as-built drawings from vendors and consultants as approved by the Architect. The CMaR will also collect and categorize all warranty and maintenance manuals, certify all vendor bills after collection all documentation, prepare the completion certificate based on all documents and drawings, and assist in submitting all occupancy documents to relevant governing bodies. The CMaR will also assist in facilitating/requiring training sessions for appropriate employees regarding the operation and maintenance of technical equipment, provide follow-up and call back services for the duration of the longest warranty period covered by a contractor on the project and conduct a post-occupancy walk-through appropriately timed to address project issues prior expiration of applicable warranties.

E. ANTICIPATED PROJECT SCHEDULE

This will be a multi-phased project with intended Schematic Design Completion in October of 2025. All dates are subject to change pending discussion with selected CMaR, the District, and A/E Team. Construction is anticipated to begin April 2026 with all phases completed by August 2028.

Phased completion is anticipated to allow all necessary services to be continuously available to the occupants of the building. Buildings may be occupied during different phases throughout construction.

F. ANTICIPATED COSTS

The anticipated cost for Construction is \$17,180,000, including work at multiple sites. Estimated construction costs are \$7,900,000 for the auditorium space, \$1,300,000 for the lobby and restrooms, \$3,400,000 for the weight room and multi-purpose space, \$3,2380,000 for the field renovations and \$1,300,000 for the secure entrance additions and renovations. The total project budget is \$20,600,000.

G. PROPOSAL CONTENT

To facilitate the review of the anticipated responses, each candidate firm shall submit its information as outlined in Section G, on standard letter size 8 ½" x 11" pages. The proposal shall not exceed 30 pages (cover, cover letter, back cover, section page headers and table of contents excluded from that quantity). All content pages shall be consecutively numbered. The response submitted shall address the following specific criteria and present the information in the order identified below.

Section 1.0 – Firm Profile and Background

1. Information is assumed to be the same as submitted in the RGQ. No additional information is required for the Request for Proposal unless there have been changes to the information previously submitted.

Section 2.0 – Applicable Project Experience, Qualifications, and References

1. Information is assumed to be the same as submitted in the RGQ. No additional information is required for the Request for Proposal unless there have been changes to the information previously submitted.

Section 3.0 – Insurance, Litigation

1. Information is assumed to be the same as submitted in the RGQ. No additional information is required for the Request for Proposal unless there have been changes to the information previously submitted.

Section 4.0 – Proposed Project Team

1. Information is assumed to be the same as submitted in the RFQ. If the team has changed since the RFQ submission, include the changes and supplemental information for the identified personnel.

Section 5.0 – Management Process (Additional Content)

1. Provide the following information to supplement that which was previously included in the qualifications submitted.
 - a. Describe how your company will manage the preconstruction and construction process, including how pro-active and participative your firm will be during the schematic design, design development, construction documents and construction of the Project. Use the following items as an outline for your response.
 - i. Explain what Value Management services your firm can provide. Be specific and provide examples from previous projects. Include the cost savings and how this provided value to the owner.
 - ii. Describe your process when reviewing plans for constructability.
 - iii. If your process includes BIM review, include a description of the process and the cost to implement that review.
 - iv. Describe your process for construction mockups for District/Architect review. Describe your process for mock-ups that require materials prior to release of final submittals or shop drawings.
 - v. Discuss how your firm will develop the Divisions of Work in the Contract Documents, and how you will minimize conflicts and omissions in Divisions, knowing that scope of work shown in the drawings is not aligned by Division.
 - vi. Discuss your Quality Assurance and Quality Control process in reviewing documents prior to bidding.
 - vii. Explain how detailed and accurate your schedules and cost projections are at the project stages of 25% and 50% Design Development, 50% Construction Document, and Final Construction Documents.
 - viii. Explain the risks to the District if the GMP is established at:
 1. Design Development documentation level
 2. 25% Construction Document level.
 - b. Discuss your Bidding strategy, and how many subcontractors should be anticipated to complete a project of this size. Discuss your methodology for defining bid packages, and coordination of the scope for each.
 - c. Discuss your strategy to prequalify subcontractors in compliance with Iowa Code Chapter 26A.
 - i. Submit an example of your pre-qualification criteria for subcontractors.
 - d. Construction Phase: Discuss how your firm will administer the following throughout construction
 - i. Pay Applications.
 - ii. Change Orders.
 - iii. Ongoing Cost Management.

- iv. Schedule Management.
- v. Pre-Installation Meetings.
- vi. General Construction.
- vii. Safety Programs.
- viii. Performance of work by subcontractors. Discuss your method of planning the work, oversight of the work, and how you coordinate the many trades.
- ix. Discuss your process of working with third party inspections and AHJ Inspections.
- e. Discuss your Project Close-Out and System Start-Up strategy.
- f. Discuss any additional services your firm can provide and the associated costs.
- g. Identify training processes for management personnel (including superintendent) pertaining to risk assessment and interim life safety measures.
- h. Provide information on how your firm addresses sustainability throughout the construction process.
- i. Provide information on Lean processes that your company has successfully used on past projects. What was the benefit to the owner from these processes?
- j. Explain the Project Management software that you use during construction to manage submittals, change documents, meeting minutes, RFI's, observation reports, punch lists, and other construction documentation.

Section 6.0 – Differentiation

1. Information is assumed to be the same as submitted in the RFQ. No additional information is required for the Request for Proposal unless there have been changes to the information previously submitted.

Section 7.0 – Bonding Requirements

1. Provide your current total bonding capacity, your available bonding capacity, the name of your bonding company, the bonding company's rating as determined by generally recognized rating services.
2. For informational purposes, 100% Performance and Payment bonds are required to be provided by the selected CMaR.
3. For informational purposes, 5% Bid Bonds are required to be provided by the selected CMaR.

Section 8.0 – Construction Schedule

1. The construction duration has been estimated at 26 months. For the purpose of this RFP, use 26 months as the basis of cost developments. The selected CMaR will have an opportunity to present cost savings associated with a reduced completion schedule.

2. Comment on the proposed 26-month timeline. Is the timeline reasonable for the assumed scope of work? What is the likelihood that the schedule can be shortened based on what you know today?
 - a. Reduction to the project schedule is not a factor in the selection of successful CMAr since the scope of work is not defined and therefore the schedule cannot be adequately assessed.
3. What has been your on-time completion percentage in the K-12 market in the last 10 years? How will your firm ensure the project stays within the contracted timeline?
4. Explain your process when subcontractors are not meeting the schedule as agreed.
 5. What means and methods will be used to schedule the Project?

Section 9.0 – Construction Budget and Cost Management

1. What will your company do to help the design stay within budget?
2. What will your process be to evaluate if changes are within the GMP or added scope?
3. How will your team collaborate with the District and A/E team to ensure the documents put out for bid are within the construction budget?
4. Explain your use of contingency during the design phases and the construction phase. Include your recommendations on the percentage of contingency that should be included in each phase to maintain the owner budget and expected quality.

Section 10.0 – Fee Proposal

1. The cost of services paid to the CMAr include pre-construction services, insurance, reimbursables, General Conditions, CMAr personnel, indirect costs, and profit and overhead costs.
2. Provide your costs in the following format.
 - a. **Pre-Construction Services**
 - i. Your costs for pre-construction services with a cost not-to-exceed. Note that pre-construction services will begin at approximately 25% Schematic Design.
 - ii. Your reimbursable itemized expenses states as a total not-to-exceed cost.
 - b. **Construction Services**

Clearly define and itemize all of your costs of service as follows.

 - i. Please complete and return the provided “General Conditions Matrix” Excel File with your proposal (Appendix B)
 - ii. All CMAr fee and reimbursements must be based on a 26-month construction schedule. Closeout may extend beyond the 26-month period, but costs associated with closeout must be included in the 26-month costs.

The school buildings must be ready for students to move in for the start of school, 2028.

- iii. CMAr management personnel cost as Not-To Exceed cost. Identify the number of personnel and positions budgeted for this Project (Full Time and Part Time), and hourly rate for each.
- iv. CMAr Fee (Profit and Overhead). The CMAr fee for Profit and Overhead shall be a fixed lump sum amount set at the time the GMP is established. The lump sum fee shall only be changed for Change Orders requested by the District. The fee shall increase and decrease on the net approved change order amount. Provide your proposed percentage used to calculate the fee, based on the assumed construction cost of \$17,800,000.
- v. Bond and Insurance Costs.
 - a. Provide in the matrix the expected cost of General Liability insurance.
- vi. List any other proposed reimbursables that are not assumed to be included in the cost of General Conditions. See General Conditions Matrix (Appendix B).

NOTE: Any details that are not described in the GMP pricing documents will be up to the Architect and the CMAr to define for the GMP amount. A Change Order will not be issued for changes that could be inferred at the GMP. Inferred items will not be considered for a Change Order cost that the District is responsible for unless they are specifically identified as not included in the CMAr comments in the GMP agreement. Contingency or allowance will be included in the GMP for work not defined in the documents, missing items, errors, or omissions. The amounts will be set prior to the GMP. Use of Contingency or Allowance dollars will be returned to the District at closeout. If there is a project scope change requested by the District or if unknown/undiscovered conditions are encountered during construction those costs will be the responsibility of the District through a Change Order. Overhead and Profit markups will not be approved for work applied to contingency or allowance since that cost is included in the GMP, and therefore already included in the CMAr fee.

NOTE: The District, Architect, and the CMAr will be required to have a detailed discussion about the design intent, including quality and quantity of the components and materials. Knowledge of the details needs to be clearly understood by all parties and is key to a successful project.

H. SCORING

The response will be publicly opened on June 4, 2025, at 2:00 P.M. CDT at 145 Iowa Street, Center Point, IA 52213. Submissions will be reviewed, evaluated and scored as part of the selection process. The following sections of the RFP will be added to the scoring previously used for the RFQ.

1. Section 5.0 – Management Process – additional content
2. Section 7.0 – Bonding Requirements
3. Section 8.0 – Construction Schedule
4. Section 9.0 – Construction Budget
5. Section 10.0 – Fee Proposal

If modifications to scoring sections in the RFQ have been provided with this submission, the previously assigned score may be adjusted.

I. INTERVIEWS

The CMaR selection committee will include school board members, administrative staff, and a representative of the Architect. The selection committee will review the proposals and score each using the attached scorecard. Each firm receiving this RFP will be interviewed. The interviews will be scheduled as outlined at the beginning of this document.

J. SELECTION CRITERIA

Selection of the successful CMaR firm will be made based on the Weighted Criteria Matrix scorecard (Appendix A).

Except as required by statute, the District may reject any or all RFP responses and exercise its discretion and apply its judgment with respect to any aspect of this request and the evaluation of responses. The District reserves the right, in its sole discretion, to have any Candidate firm clarify or supplement its submittal, including making such request through direct contact with the Candidate firm.

Any attempt to influence any member of the Center Point-Union Community School District with regard to this RFP prior to the selection will be grounds for disqualification.

K. AWARD OF CONTRACT

Award of contract by the District's Board of Directors, if any, will be to the CMaR that submits the best value for the District based on the Weighted Criteria Matrix set for in this RFP. The District

will negotiate preconstruction services and a GMP contract, including General Conditions of the Contract for Construction with the selected firm. If the District and CMaR are unable to negotiate a satisfactory contract with the selected CMaR, the District shall, formally, and in writing, end negotiations with that CMaR and proceed to negotiate with the next CMaR in the order of the highest evaluation rating ranking.

L. RESPONSE REQUIREMENTS

Please submit one (1) electronic copy via email or secure file transfer site to the address listed below before the deadline stated. RFP responses that are incomplete or are received after 2:00 P.M. CDT on June 4, 2025, will not be considered. Please keep submissions under 20 mb.

Ryan Ellsworth, AIA, LEED AP
INVISION Architecture
ryane@invisionarch.com
515-657-4695

Electronic submittals shall be combined into one PDF file. The file should be formatted as **CPUCSD_CMAR_PROPOSAL_(FIRM NAME)**. The subject line in the email must include **CPUCSD CMaR Proposal Submission** to ensure that submission is clearly identified upon receipt. It is highly recommended that the submission is transferred with a delivery receipt request. Each candidate is individually responsible for ensuring that its submittal meets the delivery requirements to the designated destination at the designated time.

M. OTHER INSTRUCTIONS

Candidate firms are not to rely on any oral instructions or answers. Questions may be submitted by email prior to May 28, 2025, 4:00 P.M. CDT to:
Ryan Ellsworth, Architect: ryane@invisionarch.com

Any questions will be collected, responded to, and issued to all parties after the Questions Deadline. Oral responses affecting the information provided by the Candidate firm in its submittal will not be binding on the District, its employees, agents, or representatives.

1. The District reserves the right to reject any or all RFP responses and to exercise its discretion and apply its judgment with respect to any aspect of this request and the evaluation of responses.
2. The District reserves the right to reject any, part of any, or all submittal received and to waive informality in any submittal. The construction management firms whose submittals are not accepted will be notified.

3. The District assumes no responsibility, and no liability, for costs incurred in the preparation or submission of any RFP response.
4. If provided by the District, any documents provided are complimentary. They are provided for use in preparing a response for the requested service only. The District cannot guarantee their accuracy.
5. The Request for Proposals (1) shall be constructed to comply with Iowa Code section 73A.29 and (2) does not restrict the selection of a CMaR to any predetermines class of providers based on labor organization affiliation.

N. IOWA OPEN RECORDS ACT

RFP responses shall remain confidential until after an award determination has been made.

Under Chapter 22 of the Iowa Code, “Examination of Public Records” all records of a governmental body are presumed to be public record, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of “confidential records”. Under this provision, confidential records are to be kept confidential, “unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information.”

Under Chapter 22 of the Iowa Code, the Owner, as custodian of the RFP responses submitted in response to a RFP, may, but is not required, to keep portions of such qualifications confidential under exceptions 3 and 6. If a responding individual or company determines that a portion or portions of its RFP response constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the RFP response should be kept confidential and why. The burden will be on each responding individual or company to make such confidentiality requests and to justify application of a confidentiality exception to its RFP response. The Owner will not under any circumstance consider the entire RFP response to be a confidential record.

If a request is thereafter made by a member of the public to examine an RFP response including the portion or portions thereof for which a confidentiality request has been made, the Owner will so notify the responding individual or company and will keep confidential that portion of the RFP response covered by the confidentiality request, pending action by the individual or company requesting confidentiality to defend its request. In that notification, the individual or company requesting confidentiality will be given not more than seven (7) calendar days within which to file suit in Linn County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its RFP response. Absent such action by an individual or company requesting confidentiality, and absent the entry of a court order declaring

such portion or portions of the RFP response confidential, the entire RFP response will be released for public examination.

O. APPENDIX ITEMS

- A) Selection Criteria Scorecard. Attached as a separate document.
- B) General Conditions Matrix. Attached as a separate document.