



RFP8705

PRECONSTRUCTION – CONSTRUCTION MANAGEMENT SERVICES

DMPS COMMUNITY STADIUM at DRAKE UNIVERSITY

***2400-2500 Forrest Avenue
Des Moines, IA 50311***

***Prepared by:
Des Moines Independent Community School District
2100 Fleur Drive
Des Moines IA 50321***

June 2021

Request for Proposal (RFP) – Preconstruction –Construction Management Services

The Des Moines Independent Community School District and Drake University of Des Moines, Iowa is accepting written proposals from qualified firms to provide preconstruction and construction management services.

RFP proposals shall be submitted no later than 11:00 AM on Thursday, July 15, 2021. Email to:

David Berger, Construction Services Specialist – david.berger@dmschools.org
Des Moines Public Schools

Michelle Huggins, Planning and Design Manager – michelle.huggins@drake.edu
Drake University

Proposals shall be clearly identified on the subject line as “PROPOSAL FOR DMPS COMMUNITY STADIUM AT DRAKE UNIVERSITY - PRECONSTRUCTION and CONSTRUCTION MANAGEMENT SERVICES”.

A recommendation will be submitted to the school board at their regular meeting on August 3, 2021 at 6:00 PM.

I. Purpose and Objective

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified Construction/Construction Management firms interested in contracting with the Des Moines Independent Community School District of Des Moines, IA (herein referred to as “District”) to provide desired services as outlined in this RFP.

The District has identified the following information/objectives:

- To have a community football/soccer stadium designed to meet the requirements of Des Moines Public Schools and Drake University. Project construction budget for remaining facility items is \$15,800,000.
- Site Preparation bid package has been completed.
- Construction documents have been completed by RDG Planning and Design and have been placed out to bid two times with bids exceeding budget both times.
- To work with a Preconstruction Manager to assist in identifying areas of redesign necessary to obtain a bid package capable of meeting the established construction budget. This process will also include identifying and assisting the School District and Drake University in establishing bid packages, marketing to subcontractors and assisting in the bid process.
- To work with a Construction Manager to assist in managing all construction related services.

- II. To provide a facility that supports the School District's and Drake University's vision for a first class football and soccer stadium.

III. Scope of Services

PRECONSTRUCTION MANAGEMENT SERVICES SCOPE OF WORK TEMPLATE

1. The Pre-Construction Manager (PCM) shall review the project documents furnished by the Owner to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with the Owner and the Design Team.
2. The PCM shall provide a preliminary evaluation of the Owner's scope, schedule and construction budget requirements, each in terms of the other.
3. Based on the project design documents and other design criteria prepared by the Design Team at relevant stages of the project, the PCM shall provide estimates of construction cost for project requirements using area, volume or similar conceptual estimating techniques and include appropriate risk-based contingency and budget reserve recommendations. Based upon the stage of project design development at the time of this Pre-Construction Phase Construction Manager services agreement, at a minimum, estimates of construction cost shall be provided at the following project stages:
 - a. Current (Pre-Final) Design
 - b. 100% (Final) Design

The PCM shall advise the Owner and Design Team if it appears that the construction cost may exceed the Owner's latest approved project budget and make recommendations for corrective action. The PCM shall also provide cost evaluations of alternative materials, methods, and systems which may result in cost savings.

4. The PCM shall expeditiously review design documents and advise on proposed improvements, selection of materials, building systems and equipment, and methods of project delivery. The PCM shall provide recommendations on feasibility of construction, availability of materials and labor, time requirements for procurement, installation and construction and factors related to construction costs including, but not limited to, costs of alternative designs or materials, project budget, and possible economics.
5. The PCM shall propose a Project Schedule. The PCM shall obtain the Owner's and Design Team's approval for portions of the Project Schedule relating to the performance of the Design Team's services. In the Project Schedule, the PCM shall coordinate and integrate the PCM's services, the Design Team's services, and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead time items. Project Schedule shall conform to the following requirements:

- a. Be in the form of an electronic schedule file.
 - b. Identification of the work tasks and milestones involved by name and an associated unique integer; the sequence of proposed work tasks; scheduled dates at which the work tasks will start and finish (or the duration of the work tasks); the dependencies between the work tasks; and a baseline representing the entire schedule .
6. The PCM shall consult with the Owner and the Design Team regarding the design and construction documents and make recommendations whenever design details adversely affect constructability, quality, cost, or schedules.
7. The PCM shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.
8. The PCM shall advise on the division of the project into individual contracts for various categories of work, including the method to be used for selecting contractors and awarding contracts and alternate bids. If multiple contracts are to be awarded, the PCM shall review the construction documents and make recommendations as required to provide assurance: (1) the work of all contractors (including agents external to the Owner, such as private utilities) is coordinated, (2) all requirements for the project have been assigned to the appropriate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.
9. The PCM shall prepare and provide an estimated project construction schedule providing for the components of the work, including phasing of construction, times of commencement and completion required of each contractor, ordering and deliver of products requiring long lead time, and the occupancy requirements of the Owner.
10. The PCM shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the contract documents and comply with all Public Bidding requirements for the state of Iowa.
11. Following the Owner's approval of the Construction Documents, the PCM shall update and submit the latest estimate of construction cost and the project construction schedule for the Design Team's review and the Owner's approval prior to bidding.

The PCM shall develop bidders' interest in the project and establish bidding schedules. The PCM, with the assistance of the Design Team, shall prepare final bidding and contract documents to bidders, conduct pre-bid conferences with prospective bidders, prepare responses to questions from bidders, and issue addenda to clarify the bidding and bid packages. The PCM shall be responsible for uploading and administering the bid packages and bidding process using the Owner's online bidding site.

12. The PCM shall assist in receiving bids and assist in bid analyses, prepare and assist in performing post bid interviews, and make recommendations to the Owner for the Owner's award of contracts or rejection of bids.
13. The PCM shall assist the Owner in preparing construction contracts and advise the Owner on the acceptability of subcontractors and material suppliers proposed by trade contractors while complying with public bid requirements.
14. The PCM shall assist in obtaining various regulatory or special permits (such as grading permits, building permits, etc.) on behalf of the Owner for permanent improvements, except for permits required to be obtained directly by the various contractors.
15. Des Moines Public Schools Construction Services Department in conjunction with Drake University shall conduct the preconstruction meeting and manage the day to day management of the construction contracts.

CONSTRUCTION MANAGEMENT SERVICES SCOPE OF WORK TEMPLATE

1. The construction phase will commence with the award of the initial construction contract and, together with the Construction Manager's obligation to provide basic services under this agreement, will end 30 days after final payment to all contractors is paid.
2. The Construction Manager shall provide administration of the contracts for construction, in cooperation with the Design Team, Des Moines Public Schools (DMPS) and Drake University as set forth below and in accordance with the General Conditions of DMPS Construction Contract Documents.
3. The Construction Manager shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of the contractors with each other and with those of the Construction Manager, the Owner and the Design Team to endeavor to manage the project in accordance with the Owner's approved project budget, the project schedule, and the Construction Contract Documents.
4. Upon full execution of the Construction Contracts, to trade contractors by DMPS, the Construction Manager shall schedule and conduct a pre-construction meeting. The Construction Manager shall notify the contractor(s) that a detailed construction schedule meeting the requirements of the Construction Contract Documents must be provided by the time of the pre-construction meeting. The pre-construction meeting is intended to assemble all parties where pertinent topics can be discussed in preparation for construction. The Construction Manager, in collaboration with the Design Team and the Owner, shall verify all participants are invited which will typically include, but not necessarily be limited to, the following:

- a. Appropriate internal Owner staff.
- b. The prime contractor(s) and their appropriate staff members, suppliers, and subcontractors selected by the contractor.
- c. The Design Team and applicable sub-consultants.

The Construction Manager shall prepare an appropriate pre-construction meeting agenda and assure its distribution to participants prior to the meeting. Upon conclusion of the pre-construction meeting, the Construction Manager shall assure the resolution of various action items from the meeting and that the Owner is provided with the approved construction schedule.

5. In consultation with the Owner, the Construction Manager shall coordinate the Contractor's placement of required public notice signs, changeable message boards, and/or other notices announcing the construction start and end times and traffic impacts at least 5 days prior to actual construction start. Company advertising signs are not allowed on DMPS projects, except for those that are on the sides of company trailers.
6. The Construction Manager shall schedule and conduct a photo/video inventory with the contractor prior to construction start in order to document existing conditions on the site and provide a copy to the Owner as well as retain in the files.
7. The Construction Manager shall review and coordinate the Design Team's Storm Water Pollution Prevention Plan (SWPPP) with any SWPPP documents or details required from the contractor by the Construction Contract Documents and any project permits. The Construction Manager shall inspect and verify the contractor's compliance with the project's SWPPP, administer needed SWPPP adjustments or amendments, and specify and assure corrective actions are taken by the contractor.
8. The Construction Manager shall schedule and conduct meetings to discuss such matters as construction means and methods, progress, and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Design Team, and contractors.
9. The Construction Manager shall assure construction schedules provided by the contractors comply with the Construction Contract Documents. The Construction Manager shall update the project construction schedule incorporating the activities of the contractors, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples and delivery of products requiring long lead-time and procurement. Updates provided to the Owner shall comply with the same schedule update requirements as identified in the Pre-Construction Phase Scope of Services. The project construction schedule shall include the Owner's use requirements showing portions of the project having use priority. The Construction Manager shall update and reissue the project construction schedule as required to show current conditions. If an update indicates that the previously approved project construction schedule may not be met, the Construction Manager

shall recommend corrective action to the Owner and the Design Team.

10. Consistent with the various Construction Contract Documents, and utilizing information from the contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the contractors are performing work.
11. The Construction Manager shall endeavor to obtain satisfactory performance from each of the contractors. In accordance with the General Conditions. The Construction Manager shall recommend courses of action to the Owner when requirements of the Construction Contract Documents are not being fulfilled.
12. The Construction Manager shall monitor the approved construction budget. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimates.
13. The Construction Manager shall maintain accounting records on authorized work performed under quantities, unit costs, additional work performed on the basis of actual costs of labor and materials, force-account, and other work requiring accounting records.
14. The Construction Manager shall develop and implement procedures for the review and processing of Certificates for Payment by contractor(s) for progress and final payments, as well as any construction support services including but not limited to: construction surveyors, specialty consultants, and materials sampling/testing/special-inspection firms/laboratories. Approved certificates are to be given to DMPS once per month for payment processing.
15. The Construction Manager shall review the safety programs developed by each of the contractors for purposes of coordinating the safety programs with those of the other contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractors, subcontractors, agents or employees of the contractors or subcontractors or any other persons performing portions of the work and not directly employed by the Construction Manager.
16. The Construction Manager shall follow best-practices in Risk Management techniques, on the Owner's behalf. The Construction Manager shall continuously advise the Owner of potential risks as they arise and assist the Owner in the execution of Risk Management practices.
17. The Construction Manager shall determine in general that the work of each contractor is being performed in accordance with the requirements of the Construction Contract Documents, endeavoring to guard the owner against defects and deficiencies in the work. As appropriate, the Construction Manager may require additional inspection or testing of the work in accordance with the provisions of the Construction Contract Documents, whether or

not such work is fabricated, installed, or completed. The Construction Manager, in consultation with the Owner and the Design Team may reject work which does not conform to the requirements of the Construction Contract Documents. Materials sampling, testing, and special inspections will be performed by the Owner's Testing Firm under the direction and oversight of the Construction Manager. Observations and construction assurance activities coordinated by the Construction Manager shall include, but not necessarily be limited to, the following:

- a. The Construction Manager must be present to oversee critical components of the project construction. They shall observe and evaluate it as long as the work is proceeding. This shall particularly apply to work that requires specified construction methods or procedures for quality assurance such as paving, retaining wall construction, installation/connection of piping, placing reinforcing steel, installing equipment, etc.
 - b. The Construction Manager will review all reports, notify the Owner and contractor of issues, and take appropriate action to protect the Owner. The Construction Manager must be present for all on-site testing and special inspections. Results immediately available which indicate failure shall be immediately relayed to the contractor to address the situation to the satisfaction of the Owner.
 - c. The Construction Manager shall check and review delivered materials as soon after delivery as possible (within 24 hours for signage delivery) so as to avoid rejecting material after it has already been placed.
 - d. The Construction Manager shall promptly check preparatory work (such as the preparation of sub-grade or the setting of forms) to minimize delay to subsequent operations.
 - e. The Construction Manager shall inspect work as it progresses and not delay inspections until component work is complete.
 - f. The Construction Manager has the responsibility to be available, provide prompt inspection, and make a majority of field decisions, which do not substantially impact project delivery or performance, without the Owner and/or Design Team.
 - g. The Construction Manager shall avoid rushed or hasty decisions. The Construction Manager shall thoroughly investigate situations and their possible risks or consequences and report these to the Owner as appropriate.
 - h. The Construction Manager will maintain all records of inspection, special inspection, sampling, and testing results and supply these to the Owner as requested as well as in total at acceptance of the construction.
 - i. The Construction Manager shall not require the contractor to furnish more than required by the Construction Contract Documents.
18. The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Construction Contract Documents and the latest approved project construction schedule.

19. With respect to the contractor's own work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the contractors, since these are solely the contractor's responsibility under the Construction Contract Documents. The Construction Manager shall transmit to the Design Team requests for interpretations of the meaning and intent of the drawings and specifications and assist in the resolution of questions that may arise.
20. The Construction Manager shall review requests for changes (change requests), assist in negotiating contractor's proposals, submit recommendations to the Design Team and Owner, and, if they are accepted, prepare change orders and construction change directives which may incorporate the Design Team's modifications to the documents. The Construction Manager shall carefully track and monitor change requests and change orders and employ the following procedures in the management of changes to the Construction Contract Documents:
- a. Change requests are simply requests for a change to the contractual agreement between the Owner and the contractor. Change requests may be necessitated by field conditions, requests by the Owner, requests by the contractor, or other constraints. The Construction Manager shall review all change requests to determine if the proposed work should be considered fully or partially within the original contract agreement and relay their determination to the Owner. Change requests shall be processed by the Construction Manager according to the Construction Contract Documents and the Owner's procurement policies.
 - b. Change requests shall be prepared by the Construction Manager on forms approved by the Owner and expeditiously submitted to the Owner. The Owner's Executive Director of Operations, or such staff as authorized by him/her, may approve change requests.
 - c. Price and time considerations for lump-sum changes must be negotiated with the contractor by the Construction Manager using relevant comparisons of means, methods, and costs. If an acceptable negotiation cannot be reached, the Construction Manager may choose to have the work completed on a time and material basis. The Construction Manager shall maintain detailed records, invoices, and other documentation to justify the total amount of the final change order which shall be processed when the T&M work is completed.
 - d. Except in the case of emergencies, the Construction Manager shall not allow the contractor to perform work related to a change request prior to approval of the change request.
 - e. At no time shall the Construction Manager allow the cumulative amount of approved change requests and change orders to exceed the available contingency budget amount provided to the Construction Manager by the Owner.
21. The Construction Manager shall recommend retainage on contractor payments according to the requirements of the Code of Iowa for public projects:

- a. Retainage is required on all projects and subtracted from each progress payment. The Owner will retain five percent (5%) of the amount of each progress payment, until final completion and acceptance of all construction.
 - b. The Construction Manager shall recommend release of retainage held only when the following conditions have been met or, in the Construction Manager's opinion, the following conditions are likely to be met:
 - i. No liquidated damages are applicable
 - ii. There has been satisfactory progression of the work and general compliance with the construction schedule
 - iii. Defective construction work or material has been remedied
 - iv. Disputed work has been resolved
 - v. There are no failures to comply with any material provision of the contract
 - vi. There are no third-party claims filed or reasonable evidence that a claim will be filed
 - vii. There are no failures or indications of failures of the contractor to make timely payments for labor, equipment, or materials
 - viii. There are no damages to a subcontractor or material supplier
 - ix. Closeout documents have been submitted
 - x. There are no citations from permitting and/or enforcing authorities for acts of the contractor or subcontractor not complying with any material provisions of the contract which result in a violation of any federal, state, or local law regulation or ordinance applicable to the project causing additional costs or damages to the Owner
22. The Construction Manager, with assistance from the Design Team and Owner, shall review, evaluate, document, and recommend courses of action to the Owner in the event of any claims during construction.
23. The Construction Manager shall receive certificates of insurance from the contractors on the Owners behalf, verify their completeness (proper business names, coverage types and amounts, additional insureds, etc.), maintain appropriate files, and forward them to the Owner and send a copy to the Design Team.
24. In collaboration with the Design Team, the Construction Manager shall establish and implement procedures for expediting the processing and approval of shop drawings, mix designs, product data, samples, and other submittals. The Construction Manager shall review all shop drawings, product data, samples, and other submittals from the contractors simultaneously with the Design Team for final reviews, revisions, and/or approvals. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the Owner or contractors.
25. The Construction Manager shall verify the responsibilities for various construction survey staking needs and recommend appropriate Owner project budget to meet the needs.

26. The Construction Manager shall record the progress of the project and maintain a daily log of all construction activity and inspections. At a minimum, log entries shall include the following:

- a. A recording of the day's activities
- b. A recording of weather conditions
- c. Work accomplished by the contractors
- d. The number and classes/trades of workers
- e. The number and type of equipment used
- f. Any problems encountered
- g. Instructions or judgments given to the contractors
- h. Decisions or agreements made with the contractors

The Construction Manager shall submit weekly (unless otherwise authorized in writing by the Owner) written progress reports to the Owner and Design Team including summaries of the daily log information, identified risks to the Owner, percentages of completion, and other similar relevant data as the Owner may require.

27. The Construction Manager shall maintain at the project site for the Owner one record copy of all contracts, drawings, specifications, addenda, change requests, and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved shop drawings, product data, samples, mock-ups, and similar required submittals, The Construction Manager shall maintain records electronically, of principal structural layout lines, cut sheets, elevations of the bottom of footings, top of foundations, low chords, floor/deck levels, and key site elevations certified by the Owner's qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Design Team and upon completion of the project shall deliver them to the Owner.

28. The Construction Manager shall verify the contractor's delivery, storage, protection, and security of Owner-purchased materials, systems and equipment that are a part of the project until such items are incorporated into the project.

29. With the Design Team and the Owner's maintenance personnel, the Construction Manager shall observe the contractor's final testing and start-up of utilities, operational systems, and equipment.

30. When the Construction Manager considers each contractor's work or a designated portion thereof substantial complete, the Construction Manager shall, jointly with the contractor and Design Team, prepare for the Owner, a list of incomplete or unsatisfactory items and a schedule for their completion; i.e., the "punchlist".

31. The Construction Manager shall coordinate the correction and completion of the work. Following issuance of a Certificate of Substantial Completion of the Work (issued by Design

Team) or a designated portion thereof, the Construction Manager shall evaluate the completion of the work of the contractors and make recommendations to the Design Team when work is ready for final inspection. The Construction Manager shall assist the Design Team in conducting final inspections.

32. The Construction Manager shall assist with closeout of the project in accordance with DMPS contract closeout procedures as outlined in section 01700 – 01710 of the general conditions. This includes securing and transmitting to DMPS and the Design Team various documentation required by the Construction Contract Documents which includes, but may not be limited to, the following:

- a. Record “as-built” drawings
- b. Operational warranties and manuals
- c. Maintenance stocks
- d. Security certifications (along with copies of any keys and keying schedule)
- e. Sub-contractor’s verifications of payments (lien waivers)
- f. Material and equipment supplier’s verifications of payments (lien waivers)
- g. Affidavits of claim settlements

The Construction Manager shall forward to the Design Team a recommendation for the Owner to issue a Certificate of Acceptance, upon compliance with the requirements of the contract documents.

33. Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Construction Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Design Team, and Contractors. Consent shall not be unreasonably withheld.

End of Section

IV. Scope of Services Timeline –

RFP issued for DMPS Community Stadium at Drake University	June 23, 2021
Last date/time to submit questions regarding RFP	July 2, 2021
Proposals due to District	July 15, 2021
Approval of Proposal by DMICSD and Drake	August 3, 2021
Pre-Construction Manager Reviews Current Project Design	August 2021
Project team implements proposed recommendations	September 2021
Project team reviews cost estimate, schedules and bidding	TBD by Team
Construction Management Services	To Fall of 2023

V. **Pre-Construction and Construction Manager Qualifications**

Respondents to this RFP shall include the following minimum information in their proposal:

- a. General qualifications: describe the general qualifications of firm.
- b. Special qualifications: Describe any special or unique qualifications of firm as they relate to this project.
- c. Submit resumes showing relevant experience of key personnel to be assigned to this project. Specify the role of each key staff member in the project.
- d. Previous experience: provide a list of clients, including name, address, contact person and telephone number for whom similar or related services (athletic stadium) have been provided within the last ten (10) years. Include a short description of the project(s), the name of the project manager(s), and other staff members that were assigned and their role(s) in the project.
- e. Provide an example(s) / Describe your preconstruction planning process with the owner and design team.
- f. Provide an example(s) / Describe your preconstruction conceptual budgeting and detailed budgeting process

VI. **Proposal Response**

Respondents to this RFP shall include the following minimum information in their proposal:

- a. List the names of any sub-consultants that are intended to be used on the project and the specific services to be provided by the sub-consultant(s).
- c. Include conceptual time schedules and related expectations/obligations of the District needed to complete the scope of work specified.
- d. Provide a fee proposal using the attached fee proposal sheet. Fees shall include ALL meetings needed to successfully complete this scope of work and ALL reimbursable costs
- e. Provide a description of any possible additional related costs and/or fees (not included in your base fee) that the District or Drake might incur as a result of this RFP.

VII. **Proposal Evaluation/Selection Process / Agreement Award**

The responses will be reviewed by individuals selected by the District and Drake. Responding firms will bear all costs of this RFP and interviews, if any.

Proposals will be reviewed using the following criteria /elements:

- Conciseness, responsiveness and completeness of the proposal to the information requested, objectives, and deliverables as outlined in the RFP.
- Fee Proposal / Cost: Overall fee / billing rates.
- Prior experience, Qualifications, References, Past Performance of firm.
- Experience / Expertise in Stadium Projects.
- Firm's Technological Capabilities (to manage this project in a paperless or almost paperless manner)

At the District's discretion, to further assist in evaluation, some, one, or all of the responding firm(s) and/or individuals may be requested to participate in an interview process. The interview will be used as another opportunity to clarify any issues within a given Proposal and explore the approaches that may be used to satisfy all requirements for the District and Drake University.

Responding Firm(s) shall submit fee proposal using the Fee Proposal Form provided with this RFP. At the District's and Drake University's discretion, it may directly negotiate with the best qualified firm on final scope and fee.

The District and Drake University may investigate the qualification of any individual firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The District and Drake University also reserves certain rights, including, but not limited to, the following:

- a. Reject any or all of the proposals
- b. Issue subsequent Requests for Proposals
- c. Cancel the entire Request for Proposal
- d. Remedy technical errors in the Request for Proposal process
- e. Approve or disapprove the use of particular sub-consultants
- f. Negotiate with any, all, or none of the firm(s)
- g. Waive informalities and irregularities in RFP
- h. Award without discussion

Selection will be based upon a determination as to which proposal is in the best interest of the District and Drake. Any decision made by the District, including the selection of Firm, shall be final and is NOT subject to appeal.

This RFP shall not, in any manner, be construed to be an obligation on the District to enter into a contract or result in any claim for reimbursement of cost for any efforts expended in responding to the RFP or in anticipation of any contract.

Award of Agreement. Upon the completion of the selection process, the District shall notify all Firms(s) of the selection. The successful Firm shall enter into the District's Standard Form of Agreement.

VIII. Submittal Requirements

Any questions concerning this RFP must be submitted via e-mail on or before July 2, 2021 to:

David Berger, Construction Services Specialist – david.berger@dmschools.org

Michelle Huggins, Planning and Design Manager – michelle.huggins@drake.edu

Responses to RFP shall be received by the District and Drake no later than 11:00 AM on July 15, 2021. Email proposals to the attention of:

David Berger, Construction Services Specialist – david.berger@dmschools.org
Des Moines Public Schools

Michelle Huggins, Planning and Design Manager – michelle.huggins@drake.edu
Drake University

Proposal shall be marked “Proposal for DMPS Community Stadium at Drake University – Pre-Construction Management Services” and shall clearly identify the Firm submitting the proposal.

All proposals will become property of the DMICSD and Drake

Attachments:

- Fee Proposal Form

End of RFP Document

**DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT
Pre-Construction and Construction Management Services RFP
FEE PROPOSAL FORM
DMPS COMMUNITY STADIUM at DRAKE UNIVERSITY**

Name of Firm: _____

Address: _____

Contact: _____

Telephone: _____

Fax: _____

E-mail: _____

Please state the fees for this project below: (Can be submitted as Pre-construction only or full CM only or both)

FEE FOR SERVICES – **Pre-Construction Services** The Fee shall be expressed as a flat dollar for the services identified

\$ _____

FEE FOR SERVICES – **Construction Management Services** (Include Pre-Construction and Construction Management Services combined on this line) The Fee shall be expressed as a flat dollar for the services identified

\$ _____

The undersigned attests that the information contained within the proposal is accurate to the best of his/her knowledge. If selected, Firm agrees to incorporate the requirement of this RFP in the final contract with the District.

Signature of Person Authorized to Submit Proposal: _____

Typed or Printed Name of Signature Above: _____