

RFP #2017-8-2

Amended #1 8-7-17

**REQUEST FOR PROPOSAL
TO PROVIDE
CONSTRUCTION MANAGEMENT AND
GENERAL CONTRACTOR SERVICES

FOR

NORTH OGDEN CITY

BARKER PARK AMPHITHEATER**

RELEASE DATE: August 4, 2017

MANDATORY PRE-BID MEETING: August 15, 2017

DUE DATE: August 25, 2017

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- AIA Document A113 - 2009 - Owner and Construction Manager as Constructor
- AIA General Conditions A201/ Supplementary General Conditions
- Supplementary General Conditions (will be provided)

Notice to Construction Managers/General Contractors

Background

North Ogden City is requesting proposals from qualified construction management/general contractor (“CM/GC”) firms to work with North Ogden City and the architectural firm Method Studio to construct an approximate 8,000 square-foot amphitheater. The amphitheater will be constructed on property located at approximately 2400 North Fruitland Drive, North Ogden Utah, on the existing amphitheater site.

It is the intent of North Ogden City to open up this request for proposals (“RFP”) for the new amphitheater to any firm that meets the qualifications outlined in the minimum qualifications section of this RFP.

Services that have been omitted from this RFP, which are clearly necessary for the completion of all work, shall be considered a requirement although not directly specified or called for in the proposal.

This “CM/GC” project includes, but is not limited to, the demolition of the existing facility and construction of a new amphitheater that includes a stage, backstage area, seating, restrooms, concessions, fencing and other related items. Construction cost is estimated at: **\$3,200,000. It is anticipated that construction will take place over a period of three years.**

Process Information

All RFP documents, including the selection requirements and the selection schedule, will be available on the City website (northogdencity.org) and at the offices of **North Ogden City, 505 E. 2600 N. North Ogden City, UT 84414, on August 4, 2017**

For questions regarding this project, please contact Jon Call, City Administrator, at 801-782-7211. No others are to be contacted regarding this project. **A mandatory pre-bid meeting will occur on August 15, 2017 at 11 am at the North Ogden City Hall.**

Proposals, including a fee proposal, project approach, references and statements of qualifications, must be received by **4:00 p.m. August 25, 2017** to North Ogden City Recorder’s Office, Attn: Annette Spendlove. Additional information will be required as stated on the Project Schedule. **NOTE:** Submittals must be received by the City by the specified time.

The City will enter into a single agreement with the successful Contractor.

A Bid Bond in the amount of five percent (5%) of the Estimated Construction Cost (ECC) made payable to North Ogden City and a bid bond form, shall accompany the cost proposal.

North Ogden City reserves the right to reject any or all proposals, or to waive any formality or technicality in any proposal in the interest of the City.

Description of Work

This CM/GC project includes, but is not limited to, construction of a new amphitheater including seating, restrooms, offices, ticket booth, fencing and landscaping. The design team has been selected. Construction documents will be completed with input from the design team, owner, and construction manager/general contractor.

The Estimated Construction Cost (ECC) for the CM/GC is approximately \$3,200,000. The Contractor shall work with the City to establish a Fixed Limit Construction Cost and keep the project on budget during construction.

The CM/GC must be capable and willing to work closely with the Owner and Design team through the design phase, providing cost estimates, schedules and feedback on constructability of design details and availability of materials selected.

Construction will begin in fall of 2017 and the CM/GC must commit to meeting any hard deadlines and schedules established during the design process. The construction manager/general contractor will have input when establishing such deadlines.

Please note that the proposed work may be separated out into smaller phases established by budgetary constraints. These smaller phases may also be separated out into schedules to allow for specific design packages which can be completed in stages. This will provide the contractor with an earlier start date and also allow the design team to continue to work during the construction of the new facility. The successful contractor will need to provide a guaranteed maximum price for each design package.

Procurement Process

1. Request for Proposal Documents

The Request for Proposal (“RFP”) documents consist of all of the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference.

2. Availability of Requests for Proposals

The RFP will be open to all qualified contractors and is available free of charge.

3. Pre-Bid Meeting

There is a mandatory Pre-Bid Meeting on August 15, 2017 at 11 am at the City offices.

4. Contact Information

Except as authorized by a North Ogden City Representative, communications during the selection process shall be in writing directed to **Jon Call at jcall@nogden.org**.

In order to maintain the fair and equitable treatment of everyone, Contractors shall not contact or offer gifts or gratuities to council members, users, or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies after the RFP is issued as the project is developed, and extends through the award of a contract. Failure to comply with this requirement may result in a disqualification in the selection process. Contractors should be aware that selection committee members may be required to certify that they have not been contacted by any of the Contractors in an attempt to influence the selection process.

5. Requests for Information

All requests for information regarding this project shall be in writing and directed to:

Jon Call
505 E. 2600 N.
North Ogden, UT 84414
Phone 801-782-7211
jcall@nogden.org

6. Proposal Schedule

The successful contractor must review and familiarize themselves with the project and help establish a reasonable schedule as it pertains to the performance of their work. Liquidated damages will be assessed upon failure to complete the project on or before the stipulated date agreed upon by all parties.

7. Insurance

The contractor shall provide insurance as required by the construction documents.

8. Submittal Due Dates and Times

All complete proposals must be delivered to, and be received by, North Ogden City prior to the 4:00 pm August 25, 2017. RFPs received after the specified time, will not be accepted. Please allow adequate time for delivery. If using a courier service, the contractor is responsible for ensuring the delivery will be made directly to the required location.

9. Addendum

All responses to questions and requests for clarification will be in writing and issued as addenda to the Request for Proposals.

Any addenda issued prior to the submittal deadline shall become part of the Request for Proposals and any information required shall be included in your proposal.

10. Minimum Qualifications

North Ogden City is looking for a firm that has completed similar projects of the size and scope of the amphitheater. Your firm must meet the following requirements:

- A. Completion of two or more amphitheaters, concert halls, stadiums, civic buildings, or similar technically challenging structures which included a total floor area that exceeds five thousand (5,000) square feet during the past ten (10) years;
- B. Completion of three (3) or more similar projects exceeding \$1 million in construction costs during the past ten (10) years;
- C. Project Manager/Superintendent with experience managing CM/GC projects;
- D. References from clients or architects on projects meeting criteria;

Contractors shall submit reference information on completed projects that meet the minimum qualifications. Projects should be of a similar type.

For each reference, the contractor shall provide the following information:

Project Name: Name of the project.

Contact Name: Person who will be able to answer any customer satisfaction questions.

Phone Number: Phone number of the contact we will be surveying.

User Name: Name of the Company/Institution that purchased the construction work.

Date Completed: Date of substantial completion.

Address: Street, City and state where work was performed.

Size: Size of the project in square feet and dollar amount.

Duration: Duration of the project/construction in months.

Type: Type of the project (i.e., Amphitheater, Concert Hall, Stadium, Museum, School, Offices, Library, etc.)

- E. Proven, documented ability to adhere to project budgets and schedules;
- F. Ability to meet all City bonding and insurance coverage requirements;
- G. A valid contractor's license to perform all the work associated with the construction of the facilities;
- H. Minimal litigation background over the previous five (5) years. Contractors must provide a list of all litigation filed against the entity for the previous five (5) years.

11. CM/GC Work Phases

The CM/GC work for the project consists of two (2) phases: Pre-construction and Construction.

A. Pre-construction Phase: This phase of the work includes, but is not limited to, estimating and cost control, schedule development, and drawing and constructability reviews. The Contractor shall provide a full construction estimate at the Schematic Design, Design Development and 90% Construction Document phases of the project. The Contractor shall furthermore assist North Ogden City ("Owner") and Method Studio ("Architect") in maintaining the cost of construction within the ECC and the duration of the construction within the project's schedule.

B. Construction Phase: This phase of the work consists of the Contractor furnishing and installing all work as required in the Contract Documents. Please note that the work of the Construction Phase may be bid in several packages, such as excavation, footings and foundations, structural steel, etc. The City anticipates that this project may be completed in two separate and phases and Contractor must agree to participate in the completion of all phases of the contract, which may extend over two additional years as funding is available.

12. ECC and GMP

A. Estimated Construction Cost (“ECC”): The Estimated Construction Cost is the project’s construction budget as listed in the Notice to Contractors and this RFP’s Description of Work section. The Owner, the Architect and the CM/GC Contractor agree to work together to keep the cost of construction, as represented in the design, and establish a FLCC for the project after design is complete.

B. Guaranteed Maximum Price (“GMP”): The Guaranteed Maximum Price is the final price that the Contractor agrees to accept in full performance of the Construction Manager/General Contractor Agreement (CM/GC Agreement) and is based on the final contract drawings and specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for General Conditions and all work as required in the Contract Documents. Please reference Articles 5, 6, and 7 of the CM/GC Agreement.

Please note that should the work be completed in project phases and bid packages, the successful Contractor will be required to submit a GMP for each of these phases and packages of the work. The sum or total of all the GMP’s for these phases of the work, shall be the final GMP. In addition to the Pre-construction Fee, all other GMP’s for the phases of the work shall become part of the CM/GC Agreement by contract modification. The final GMP is normally determined at the completion of the Contract Documents and receipt of subcontractors bid. However, a GMP may be negotiated at an earlier point.

C. Allowances & Contingency Funds: Allowances and contingency funds may be identified during the design and/or construction process by the Owner, architect or CM/GC, all funds in either of these categories shall be approved expenses by the Owner, Architect and CM/GC by signed change order. At the completion of the construction phase any unused allowances or contingency funds previously identified in the construction documents or by the CM/GC shall be retained by North Ogden City.

13. Fee Proposal, Fees, and Markups

Before submitting a fee proposal, each Contractor shall carefully examine the RFP; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If the contractor observes that portions of the Contract Documents are at variance with applicable law, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the specified North Ogden City Representative and the necessary changes shall be accomplished by Addendum.

The fee proposal, bearing original signatures, must be typed or handwritten in ink on the Fee Proposal Form provided in the procurement documents and submitted in a separate sealed

envelope at the location specified below prior to the deadline for submission of fee proposals indicated on the Project Schedule.

Bid bond security, in the amount of five percent (5%) of the Estimated Construction Cost, made payable to North Ogden City, shall accompany the proposal.

All contractors shall furnish the following fees and markups as part of the Fee Proposal:

- A. **Pre-construction Fee:** This lump sum fee consists of all costs for the CM/GC to provide the required services of the Pre-construction Phase, except preauthorized, out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee.
- B. **Construction Management Fee:** This lump sum fee shall consist of and include overhead, profit, and home office personnel who will be managing the project during bidding, construction, and closeout, including the warranty period. This fee does include general conditions.
- C. **Cost of Insurance Premiums:** Shall be included in the Construction Management Fee costs.
- D. **Cost of Bonds:** This is the cost of payment and performance bonds based on the ECC amount of \$3,200,000.
- E. **Construction Supervision Cost:** This is a cost to the project from notice to proceed to final completion for the CM/GC's on-site management/supervision team (e.g., project manager, superintendent, project engineer, safety officer, etc.). All services and personnel not specifically identified as a Construction Supervision Cost will be considered to be part of the lump sum Construction Management Fee. This includes receptionist, accountants, safety officers, expeditors, commissioning agents, etc. This cost does not include general conditions or people performing the actual construction activities.
- F. **Contractor Change Order Markup:** This is the fixed percentage markup that the Contractor may apply to a change order for scope increase to the CM/GC Agreement.
- G. **Self Performed Work Markup:** This is a fixed percentage markup that will be applied to the cost for the CM/GC's actual labor plus burden cost, material costs, and equipment costs for self performed work.

14. Self Performed Work

The Contractor will be allowed to self perform work. This work must be billed for at actual cost incurred, plus the Self Performed Work Markup. Actual costs for self performed work will be subject to audit. No billing rates will be allowed. The Contractor must bid its self performed

work against a minimum of two (2) additional bidders. The contractor shall identify in their proposal which work they anticipate to be self performed. The Contractor's bid will then be evaluated by the Owner and Architect and must be determined to be the best value bid for the work to be awarded to the Contractor. The cost of any work that is self-performed will be part of the established GMP.

15. Project Approach

As part of the submittal, the contractor shall describe their approach to this project addressing such issues as how to best provide input during the design phase, how to reduce change orders, how the site will be staged, and scheduling strategies.

16. Proposals

The CM/GC shall provide the City with eight (8) copies of its proposal one (1) of which is a signed stamped original and an electronic version as well. The proposal shall be limited to thirty (30) pages. The proposal shall include all information that the Contractor wants the Selection Committee to consider in making its selection of a CMGC. At a minimum, the proposal should include the experience and qualifications of the Contractor and the project team key individuals as identified in the management plan. It should include information on similar projects that have been completed by the Contractor and the project team individuals. When listing similar projects, include information to indicate the dates, size, firm worked for at the time and what the responsibility of the individual was on the project. Include the experience and special qualifications of the team that are applicable to this project and/or are part of the project specific selection criteria.

17. Time

The Contractor will include in the management plan the schedule for completing the work, including any items required by North Ogden City or any consultant. The Contractor must provide an assurance of immediate availability to help the City meet a construction start date of October 1, 2017.

It is anticipated that a contract will be given to the Contractor for signature after the parties agree on the individual terms. The actual notice to proceed will be based on how quickly the Contractor returns the contract and the required bonds, as well as the resolution of any issues that may arise in the procurement process. The actual date will be based on the Contractor's proposed schedule and the date the Contractor received the contract for signature.

All plans, schedules, and the cost proposals are required to reflect the project construction start time of October 1, 2017. Non-compliance with the schedule will not result in automatic disqualification; it will be evaluated by the selection committee in determining the final selection.

Of particular interest and concern are the management team and the ability of the prime contractors to deliver the project within the construction time. Contractors will need to demonstrate the method of delivery and the competency of the individuals who will manage its successful completion.

18. Selection Committee

The Selection Committee will be composed of the Mayor, some Council Members, City Administrator, Parks and Recreation Director, Architect, and others deemed appropriate by the City.

19. Interviews

Interviews may be conducted with a short listed group of CM/GC's at the discretion of the City. This evaluation will be made using the selection criteria noted below.

The purpose of the interview will be to allow the Contractor to present its qualifications, past performance, project approach, cost containment strategies, schedule and general plan for constructing the project. It will also provide an opportunity for the selection committee to seek clarification of the Contractor's proposal.

The proposed primary project management personnel, including the project manager and superintendent, should be in attendance. The project manager is the contractor's representative who will be in daily control of the construction site. The project manager has overall job authority, will be in attendance at all job meetings, and is authorized by the Contractor to negotiate and sign any and all change orders in the field, if necessary. Unless otherwise noted, the attendance of subcontractors is at the discretion of the Contractor.

If interviews are held, the method of presentation will be at the discretion of the Contractor, and the interviews will be held on the date and at the place specified by the City.

The Owner reserves the right to select a Contractor without the interview process.

19. Selection Criteria for CM/GC

The following criteria will be used in ranking each of the Contractors. The criteria are not listed in any priority order. The selection committee will consider all criteria in performing a comprehensive evaluation of the proposal.

- A. Cost: (35 points) The Contractor's Fee Proposal will be considered with all other criteria to determine the best value to the project. Submit in separate, sealed envelope.
- B. References: (15 points) Each construction firm will be evaluated on the past performance of similar projects.

- C. Strength of Contractor's Team: (30 points) Based on the statements of qualifications and management plan, the selection team shall evaluate the expertise and experience of the construction firm, the project manager, and the superintendent as it relates to this project in size, complexity, quality and duration. Key personnel assigned to which task and their commitment to each phase of the work will be evaluated.
- D. Project Management Approach: (20 points) Based on the information provided in the construction and management plan, the selection team shall evaluate how each team has planned the project and determined how to construct the project in the location and in the time frames presented. The firm should present how they plan to move material and people into and out of the site, keep the site safe, minimize disruption to the facility and surrounding properties, etc. The Contractor shall also discuss what portions of the project they plan to self perform. The selection team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented.

21. Award of Agreement

The award of the CM/GC Agreement shall be in accordance with the criteria set forth in the RFP. North Ogden City intends to enter into an agreement with the selected Contractor to construct the project as outlined in this RFP. Individual contractors or alliances between two or more contractors are allowed in this process. However, North Ogden City will contract with only one legal entity.

22. Agreement and Bond

The Contractor's Agreement will be in the form found in the specifications. The contract time will be as indicated in the proposal. The selected Contractor, simultaneously with the execution of the GMP, will be required to furnish a performance bond and a payment bond. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

23. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

24. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by the Owner to any concern of financial responsibility of the contractor, subcontractor, or sub-subcontractor.

25. Withdrawal of Proposals

Proposals may be withdrawn on written request received from proposer until the notice of selection is issued.

26. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

27. Right to Reject Proposals

North Ogden City reserves the right to reject any or all proposals.

28. Disclosure of Proposal Content

Under the Government Records Access and Management Act (Utah State Code Title 63G, Chapter 2), certain information in submitted proposals may be open for public inspection. If the Contractor desires to have information contained in its proposal protected from such disclosure, the Contractor may request such treatment by providing a “written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality” with the proposal (Utah State Code 63G-2-309). All material contained in and/or submitted with the proposal becomes the property of Springville and may be returned only at the City’s option.

29. Insurance

All insurance requirements shall apply to the Contractor and any subcontractor or supplier that will be providing work or services under the final CM/GC Agreement. The Contractor shall require any subcontractor, supplier, or other person providing services or materials under the CM/GC Agreement to obtain prior to, and maintain the same scope, limits, and terms of coverage running in favor of North Ogden City, as required of the Contractor. It shall be the responsibility of the Contractor to assure that each subcontractor or supplier complies with the insurance requirements. All insurance coverage shall be required to continue in full force and effect throughout the construction period and thereafter when the contractor may be correcting and/or removing defective work and during any warranty period, contract extension, or other modification of any provision of the construction contract or the obligations of the contractor, subcontractors or suppliers or other person providing services or materials.

The Contractor will be required to provide:

- General Liability & Automobile: \$2,000,000 per occurrence and \$4,000,000 aggregate.
- Professional Liability: \$2,000,000.
- Workers' Compensation: As required under the workers' compensation laws of the State of Utah, at least \$1,000,000 per injury.

This section shall not be deemed to limit any insurance provisions of the final construction contract.

30. Budgeting and Phasing Information

- A. The City has been awarded \$256,000 of Weber County r.a.m.p. grant money for the project. This money must be spent on project construction activities before June 30, 2018.
- B. The City has budgeted additional money to provide \$1,000,000 in total funding (including r.a.m.p.) for the fiscal year beginning July 1, 2017.
- C. The City will apply for r.a.m.p. grants, set aside money from the city budget, and secure other funding as necessary to provide \$1,000,000 in additional funding for the following budget year beginning July 1, 2018.
- D. The City will apply for r.a.m.p. grants, set aside money from the city budget and secure other funding as necessary to provide \$1,000,000 in additional funding for the budget year beginning July 1, 2019.
- E. Construction may take place in up to three construction phases with \$1,000,000 for each phase.
- F. Alternatively construction may take place in two or fewer construction phases with the first phase beginning in October 2017 with an expected budget of \$2,000,000.
- G. It is expected that the existing amphitheater facilities may be taken offline from August 1, 2017 to April 1, 2019 depending on the phasing schedule.
- H. It would be preferred to open the partially complete facility in the spring and summer of 2018 or 2019 depending on phasing schedule..
- I. The final phase of construction should be completed in the spring of 2020.

Fee Proposal Form

NAME OF PROPOSER _____ **DATE** _____

Annette Spendlove, City Recorder
North Ogden City
505 E. 2600 N.
North Ogden, UT 84414

The undersigned, responsive to North Ogden City’s RFP #2017-8-2, “Request for Proposal to Provide Construction Management and General Contractor Services for North Ogden City’s Barker Park Amphitheater,” proposes fees at the prices stated below. These listed fees and costs are to cover all expenses incurred in performing the services as outlined in our proposal of which this proposal is a part:

A. Preconstruction Fee: For all work during the pre-construction period, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$ _____)

(In case of discrepancy, written amount shall govern)

B. Construction Management Fee: For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$ _____)

(In case of discrepancy, written amount shall govern)

C. Cost of Bonds: The cost of payment and performance bonds based on the amount of the ECC.

_____ DOLLARS (\$ _____)

(In case of discrepancy, written amount shall govern)

D. Construction Supervision Cost: For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of:

_____ DOLLARS (\$ _____)

(In case of discrepancy, written amount shall govern)

E. Contractor Change Order Markup: For all work added to the contract by change order, I/we agree to add not more than ____% to the subcontractor/supplier costs for the additional work.

F. Self Performed Work Markup: For all self performed work, I/we agree to add no more than ____% to our labor and material costs to perform the work. The labor burden, including benefits, adds % to the labor rate.

I/We guarantee that the Work will be Complete, including punch list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer, and agree to pay liquidated damages in the amount of **\$2,000** per day for each day after expiration of the Contract Time.

The approximate ECC for this project is \$3,200,000. Enclosed is a bid bond in the amount of 5% of the ECC.

I/We acknowledge receipt of the following Addenda: _____

I/We acknowledge attendance at the Pre-Bid Meeting: _____

With the cooperation of North Ogden City and their consultants, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the ECC.

This bid shall be good for 45 days after bid submission.

The undersigned Contractor's License Number for Utah is: _____

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the ECC, shall become the property of North Ogden City, as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization: _____
(Corporation, Partnership, Individual, etc.)

Respectfully submitted,

Name of Proposer: _____

ADDRESS: _____

Authorized Signature
