

REQUEST FOR **QUALIFICATIONS** (RFQ)

SITE/CIVIL PRIME CONTRACTOR PRE-CONSTRUCTION AND CONSTRUCTION SERVICES

HRDC Belgrade/Frontage Road
Infrastructure Development

Human Resource Development Council of District IX, Inc.
Bozeman, Montana
December 29, 2016



HRDC
BUILDING A BETTER COMMUNITY

REQUEST FOR QUALIFICATIONS FOR SITE/CIVIL CONTRACTOR BY HUMAN RESOURCE DEVELOPMENT COUNCIL OF DISTRICT IX, INC.

Human Resource Development Council of District IX, Inc. (HRDC), a non-profit developer, is requesting qualifications from contractors to undertake preconstruction and construction services for a new development in the City of Belgrade. The development will consist of four phases. This request for qualifications will cover the activities of Phase 1 only. Phase 1 consists of the infrastructure of the overall development. Phase 2 consists of infrastructure for and access to 20 premanufactured modular homes, and modification of the units. Phase 2 will begin construction Spring 2017, after required permits have been issued. Phase 3 consists of the development of a 5,100 sf office building and will also begin construction in Spring 2017, after required permits have been issued. Phase 4 is planned to be a Head Start building, scheduled for construction in Spring of 2017.

HRDC is the Developer and is soliciting for proposals for construction services to develop this property. Compensation will be negotiated with the selected offeror.

The Owner intends to enter into a Contract with a selected Prime Civil Contractor. The scope of the Contract will primarily consist of Preconstruction Services for a proposed maximum fee. This maximum fee shall be included by the Contractor in the proposal. The Contract will also include provisions for adding Construction Services through acceptance of a Guaranteed Maximum Price (GMP) by contract amendment. The amendment is intended to include a mutually agreed upon Prime Contractor Fee and Fixed Costs for General Conditions Work, with construction services through completion of the project. Alternatively, the Owner may, at its sole discretion, choose not to continue the Prime Contractor Contract beyond the completion of preconstruction activities and then solicit bids from qualified contractors for the construction of the Project.

When selected, the Prime Contractor will function as part of a team comprised of the Owner, and/or Owner's Representative(s), Architect(s), Civil Engineer(s), and others as determined by the Owner.

This Request for Proposal (RFP) shall not commit the Owner to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods, or services. The Owner reserves the right to accept or reject any and all responses received as a result of this RFP if it is in the Owner's best interest to do so.

This Procurement is governed by the laws of the state of Montana and venue for all legal proceedings shall be the Eighteenth Judicial District, Gallatin County, Montana.

By offering to perform services under this Procurement, all Proposers agree to be bound by the laws of the State of Montana, and including, but not limited to, applicable wage rates, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, etc.

Project Location and Site

HRDC Development is located at 82 8th St, Belgrade MT 59714.

Project Description

The Project generally consists of: site grading, sanitary sewer mains, manholes and services, water mains, hydrants and services, and street and alley improvements. Two additional site projects are currently being designed that may be offered to the Contractor to construct at the same location.

It is anticipated that the project will be completed and ready no later than June 30, 2017.

It is anticipated that the construction will be procured as one Contract.

Design Development/Construction Documentation is underway and it is the intent of the Owner to procure the services of a Prime Contractor to inform the design process.

For the design, the Owner has selected:

Comma-Q Architecture, Inc.
109 N Rouse Ave, #1
Bozeman MT 59715
(406) 585-1112

and

Stahly Engineering and Associates
851 Bridger Dr, #1
Bozeman, MT 59715
(406) 522-9526

The project schedule is anticipated to be in accordance with the following:

Issue RFP:	January 1, 2017
Receive Proposals:	January 19, 2017
Interviews:	January 24, 2017
Selection/Notice to Proceed:	January 27, 2017

SCOPE OF PRECONSTRUCTION SERVICES

Subsequent to the RFQ selection and short-listing, each potential firm invited to respond to the RFP shall propose a **maximum** Preconstruction services fee. Preconstruction services will be provided on a cost reimbursement basis up to the stated maximum. The specific scope of preconstruction services will be negotiated prior to signing the final Prime Contractor contract, based on the proposer's input as well as the Owner's requirements. In general, services are anticipated to include the following:

1. Immediate availability to provide cost estimating and scheduling services in coordination with the design team and Owner at mutually agreed upon milestones;
2. Participation in applicable design and coordination meetings;
3. Review of project design at appropriate milestones for constructability;
4. Work with the Owner and design team on phasing, scheduling and other strategies to complete the project within the constraints and considerations of a multi-phased development project;
5. Coordination and gathering of input from subcontractors regarding constructability and cost estimating;
6. Review completed design and construction documents and suggest modifications to improve completeness and clarity and to eliminate construction change requests due to inconsistencies or omissions in the construction documents;
Provide input to the Owner and the design team regarding construction market bidding climate, status of key subcontract markets, and other relevant economic conditions;
7. Notify the Owner and design team immediately if construction cost estimates appear to be exceeding the construction budget, and reconcile each cost estimate with the Civil Engineer's cost estimate, if required;
8. Furnish a final construction cost estimate for the Owner's review and approval;
9. Prepare detailed and well organized bid packages with coordination from Owner and design team.
10. Manage bid package amendments, coordinate and communicate to bidders any revisions made to packages;

11. Lead and manage bid package opening and tally results for review; and,
12. If necessary, upon execution of an Early Work Amendment, undertake early material procurement, site preparation and advance construction work.

SCOPE OF CONSTRUCTION SERVICES

It is anticipated that the GMP will be requested at completion of the Bidding Phase. The established GMP will be the maximum amount paid for site/civil construction unless scope changes are requested and approved by the Owner. Acceptance of the GMP by contract amendment will constitute completion of preconstruction services and the GMP Amendment will initiate the construction period services for the project. At the time of execution of any Early Work Amendment and the GMP Amendment, the Prime Contractor will be required to submit a 100% Performance Bond and 100% Labor and Material Bond for the amount of the Early Work and/or GMP. The Owner retains the option to terminate the preconstruction services at any time and start a new process for procurement of the project, or terminate the contract and negotiate a replacement contract with the next highest rated proposer from this solicitation. If preconstruction services are terminated prior to completion of the preconstruction phase, the Prime Contractor shall be entitled to pro-rated compensation based on progress of the work.

SELECTION PROCEDURE

Under this RFP, the selection procedure is intended to evaluate the capabilities of interested Prime Contractor firms to provide services to the Owner for this Project. The responses to this RFP will be evaluated by the Owner in accordance with the criteria listed below. It is the intent of the Owner to conduct interviews with shortlisted Prime Contractors. However, at its sole discretion, the Owner reserves the right to not conduct interviews if they are deemed unnecessary. The Prime Contractor will be selected based on the overall merit of its proposal, information contained in RFP responses, references, and information obtained from any other reliable source.

The Contractor shall submit all required information by the response date of this RFP request. All information will be evaluated and rated in a manner that best serves the interests of the Owner.

The selection of finalists to be interviewed will be based on a selection committee's evaluation of the written responses. The selection committee will personally interview finalists during the week of January 23, 2017. For the interview, finalists will be expected to discuss their work plan for the project. Finalists are encouraged to bring examples of related work and any other pertinent past project information. Final selection of the first-ranked Prime Contractor firm will be based on all previously identified data. Contract negotiations will commence with the highest-ranked Prime Contractor firm. The contract will be awarded upon reaching a mutually agreed upon preconstruction fee. If an appropriate agreement cannot be reached with the highest-ranked firm, the second-ranked Prime Contractor firm will be approached, and so on.

HRDC reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate. The award will be made to the most qualified offeror whose proposal is deemed most advantageous to HRDC, all factors considered. Unsuccessful offerors will be notified as soon as possible. HRDC reserves the right to increase the scope of work with the contractor as long as the increase is within the contractor's ability.

The following constitute the criteria for the selection committee to evaluate proposals:

There are a total of 100 points possible.

A. Firm information, experience and work load (70 Points)

1. Identify any special capabilities, technology and techniques that may be appropriate to this project. **(10 Points)**
2. Describe your firm's experience with projects of similar size, type, and complexity and firm's capacity to act as Prime Contractor on:
 - a. Proposer must list experience with duties including Preconstruction services, Project estimates, Project schedules, Bid Packages and effective Value Engineering practices. **(35 Points)**
 - b. Provide a list similar projects with a construction value between \$1.0M and 2.0M. Include: contact information for the owners and designers familiar with your work on each project. **(20 Points)**
 - c. Provide the status of total current workload within the firm in terms of duration and magnitude for the timeline anticipated for this project. Provide the information overlaid on the design and construction phases identified for this project. **(5 Points)**

B. Project Management and Approach (30 Points)

1. Describe your firm's ability and approach to:
 - a. Integrate with the design team
 - b. Managing estimates
 - c. Assist the designers with:
 - i. Quality of the project documents
 - ii. Constructability
 - d. Describe firm's approach to planning, phasing, and scheduling the construction work.
 - e. Describe firm's ability to track progress against the schedule during construction
 - f. Describe firm's approach to project communication

BONDING:

For any on-site construction work started prior to the executed amendment for GMP, the Prime Contractor will be required to submit performance and payment bonds in total of the cost of the work progressively. The HRDC will require the successful Prime Contractor(s) to provide a performance and payment bond in the amount of 100% of the final established value of the work.

COMPLIANCE WITH LAWS:

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

INSURANCE:

The Contractor agrees to secure and maintain insurance from an insurance company (or companies) authorized to write insurance in the State of Montana, with minimum "A.M. Best Rating" of A-, as will protect the contractor and the Owner and their agents and employees from claims for bodily injury, or property damage which may arise from operations and completed operations performed by the Contractor on behalf of the Owner.

The Contractor shall not commence work under this Agreement until such insurance has been obtained and certificates of insurance showing liability and workers compensation coverage for all jobs done for the district on an annual basis has been filed with Belgrade School District. Said certificate shall show the Owner added as an additional insured on the below referenced policies.

The contractor agrees to protect, defend, and save harmless the Owner from and against all claims, demands, causes of action of any kind or character, include the cost of defense thereof, on account of bodily or personal injuries, death, or damage to property arising out of their activities on behalf of the

Owner resulting from the negligent acts or omissions of the Subcontractor's agents, employees, representatives, assigns or subcontractors under this agreement.
 All insurance coverage shall remain in effect throughout the life of the Agreement, except that the Contractor shall maintain the Commercial General Liability Policy including product and completed operations coverage for a period of at least two years following the substantial completion date for property damage resulting from occurrences during the agreement period.
 The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

- | | |
|--|------------------------|
| 1. Workers' Compensation | |
| a. State | Statutory |
| b. Employer's Liability | <u>\$ 1,000,000.00</u> |
| 2. Subcontractor's Liability Insurance shall also include completed operations and product liability coverage. | |
| a. General Aggregate | <u>\$3,000,000.00</u> |
| b. Products-Completed Operations Aggregate | <u>\$ 3,000,000.00</u> |
| c. Personal and Advertising | <u>\$ 2,000,000.00</u> |
| d. Each Occurrence | <u>\$ 2,000,000.00</u> |

Coverage to include:

1. Premises - Operations
2. Operations of Independent Subcontractor
3. Contractual Liability
4. Personal Injury
5. Products and Completed Operations

- | | |
|--------------------------|------------------------|
| 3. Automobile Liability | |
| a. Combined Single Limit | <u>\$ 2,000,000.00</u> |

Coverage to Include:

1. All Owned Autos
2. Hired Autos
3. Non-Owned Autos

4. The Subcontractor's insurance coverage shall name HRDC District IX, Inc. as an additional insured under Commercial General Liability and Automobile Liability
5. The Subcontractor's insurance shall maintain a provision that its insurance coverage shall be primary and the district's insurance coverage shall not contribute

SUBMITTAL OF INFORMATION

An electronic version in PDF format and three (3) copies of the proposals and all supporting materials suitable for evaluation must be **received** at:

Heather Grenier, President/CEO
 HRDC District IX, Inc.
 32 South Tracy, Bozeman, MT 59715
 (406) 585-4891
 hgrenier@hrdc9.org

No later than 2:00 p.m. on Tuesday, January 19, 2017. Please indicate “**82 8th St Infrastructure Proposal**” on the outside of the response package.

Questions should be directed and proposals should be delivered or sent to:

Heather Grenier, President/CEO
HRDC District IX, Inc.
32 South Tracy, Bozeman, MT 59715
(406) 585-4891
hgrenier@hrdc9.org

INSTRUCTIONS TO PROPOSERS

Statements of Qualification must:

1. Follow the format outlined in the Selection Procedure above.
2. Be ***SIGNED*** by an officer or principal of your firm.
3. Be contained in a document not to exceed 10 pages total (single or double-sided pages) including whatever pictures, charts, graphs, tables, and text the firm deems appropriate to be part of the review of the firm's qualifications. A separate transmittal letter is exempted from the page limit. Page size is limited to 8-1/2 x 11 inches, with basic text information no smaller than 12-point type.
4. Project schedules may be submitted in addition to the page quantity and size limits.
5. Include a proposed maximum fee for Preconstruction Services

The proposed site plan for the development will be available upon request through HRDC.

Human Resource Development Council of District IX, Inc. is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

Human Resource Development Council of District IX, Inc. makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the recruitment and selection process or the Contractor's ability to perform the essential duties of the job. In order for Human Resource Development Council of District IX, Inc. to make such accommodations, the applicant must make known any needed accommodation.



- END OF THIS REQUEST FOR PROPOSAL -