



REQUEST FOR QUALIFICATIONS

General Contractor



REQUEST FOR QUALIFICATIONS – GENERAL CONTRACTOR

Ogden City (“City” or “Owner”) is requesting evidence of qualifications from respondents interested in providing pre-construction and general contracting services through the design and construction phases of the **Nine Rails Arts Plaza on 25th Street** (the “Project”), a new construction, outdoor plaza facility located on .22 acres in downtown Ogden, Utah. Information packets concerning submission requirements, project details, and general guidelines may be downloaded from the Ogden City Bid Opportunities website (<https://www.ogdencity.com/264/Purchasing>),

Responses to this Request for Qualifications shall be submitted **no later 3 PM, October 28, 2020**. Respondents shall submit a digital copy of their response (provide two USB drives, each with a PDF of the response) to the office of the Ogden City Purchasing Agent, 2549 Washington Blvd, Suite 510 Ogden UT 84401. **Late submittals will not be accepted.**

Ogden City reserves the right to accept or reject any proposal that best serves its convenience and/or is in the best interest of the City.

Ogden City welcomes and encourages proposals from minority or women owned business enterprises.

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REQUEST FOR QUALIFICATIONS
General Contractor - Nine Rails Arts Plaza on 25th Street
Art Plaza

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Qualified contractors must demonstrate completion of at least one similar new construction project with a minimum construction contract amount of \$2 million or more, and bonding capacity of \$25 million or more.

For any possible amendments to this RFQ during the posting period, please refer to the Ogden City Bid Opportunities website (<https://www.ogdencity.com/264/Purchasing>)

INTRODUCTION

In accordance with the adopted Nine Rails Creative District Master Plan and the MAKE Ogden Downtown Master Plan, Ogden City, in partnership with local stakeholders, desires to create a state-of-the-art outdoor public art plaza accessible to all people which celebrates art in all its forms. The design firm the City has selected for the project is Sasaki Design (the “**Design Team**”). Guided by a Project Steering Committee, the City and Design Team are currently in the process of completing Final Design, which consists of 30%, 60%, and 90% design milestones.

The City recognizes the value of involving a general contractor early in a project's design. The City believes a general contractor's input and involvement throughout a project can make for a better design and a smoother construction period. Even at preliminary stages in a project's development, a general contractor can provide valuable services including plan review, cost estimating, and value engineering that can help to reduce a project's cost and increase overall quality. Therefore, the City intends to select a qualified general contractor to provide pre-construction and general contracting services through the design and construction phases.

PROJECT INFORMATION

Scope:

Pre-Construction Phase: Assist the City and Project Steering Committee with budgeting, value engineering, design, and construction methodology/phasing (if necessary).

Construction Phase: Installation of hardscape, softscape, site drainage, electrical, custom metal work, digital media, lighting, earthwork, and custom water features associated with a state-of-the art plaza equipped for the staging, presentation, and observation/interaction of public art (subject to Final Design and construction documents)

Ogden City, along with the Project Steering Committee, will select a General Contractor who will immediately begin working on the Pre-Construction services portion of the Project. The successful General Contractor should be prepared to provide pricing of the Final Design package the week of December 7, 2020.

Contract:

A Construction Services Contract (“**Contract**”) between Ogden City and Contractor where the basis of payment will be separated between the Pre-Construction Fee and the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (“**GMP**”). At or near the completion of the Final Design, Contractor will furnish a construction cost estimate that will serve as the basis for the GMP portion of the Contract. If Contractor and City are unable to negotiate, in good faith, a GMP amount within the Budget as described herein (or otherwise modified at the sole discretion of the City), the City reserves the right to publicly bid the Project with no obligation to the Contractor. If the City and Contractor can negotiate a GMP amount within the Budget, the City may either choose forward to move forward with the construction portion of the Contract or choose terminate the contract and duly compensate the Contractor for the Pre-Construction Fee.

Budget:

Construction budget is estimated at between \$1.45m and \$2.4m, including General Conditions and Fees.

Schedule:

Community Outreach:	Underway and partially complete
30% Concept Design:	Complete/under review by City
60% Concept Design:	October 23, 2020
90% Concept Design:	November 27, 2020
Final Design:	November 30, 2020 thru December 7, 2021
Construction:	January 2021 with completion October 1, 2021

The Contractor is expected to play an important role throughout the pre-construction period, including development of schedule and scope to meet project timeline and budget while maximizing value.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor’s bid. The amount of insurance shall not be less than:

Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage. Policy to include coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractors’ liability (if applicable) written on an occurrence form.

Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired autos.

Workers' Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.

Each Insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City."

"It is agreed that any insurance or self-insurance maintained by Ogden City, its elected and appointed officials, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause:

"Ogden City, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of, or on behalf of, the named insured as performed under Agreement with the City."

Insurance is to be placed with insurers acceptable to and approved by the City. Contractor's insurer must be authorized to do business in Utah at the time the contract is executed and throughout the time-period the contract is maintained, unless otherwise agreed in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by City as a material breach of contract.

The City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work commences. Contractor shall furnish a performance bond to the City in an amount not less than the contract price. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, employees, agents

and volunteers; or contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Contractor shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

Contractor's Obligation to Verify Employment Status: Contractor shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-11-103 of the Utah Identity Document and Verification Act.

GENERAL TERMS AND CONDITIONS

Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.

The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.

Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.

Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.

Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure

shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.

Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit of cost estimate of any proposal price.

SUBMISSION INFORMATION

Respondents shall submit a digital copy of their response, including all documents required as part of this RFQ (provide two USB drives, each with a PDF of the response).

Submissions lacking one or more of the requested documents may be deemed non-responsive. It is the Responder's sole responsibility to read and interpret this RFQ and the written instructions contained herein.

Responses to the RFQ shall be submitted to:

Ogden City Purchasing Department

2549 Washington Boulevard, Suite 510

Ogden, UT 84401

Responses are due on October 28, 2020 no later than 3pm.

The City may reject any and all qualification submittals for the following reasons:

1. The submitted qualification package does not contain all the information requested in this document
2. The submitted qualifications package was received after the designated deadline
3. The City decide to withdraw acceptance of the qualifications
4. Acceptance of qualifications or proposals that would entail a violation of law or City code

Reservation of Rights:

The City reserves the right to postpone or withdraw this request at any time and for any reason; postpone the Project for convenience; reject any and all submittals; and/or negotiate with any or none of the respondents. This RFQ does not commit the City to enter into a contract for construction of the Project. The City reserves the right to waive any defects as to form or content of the RFQ or any other step in the selection process.

Responses to the RFQ that are not received in the Ogden City Purchasing Office prior to the time and date specified will be considered late. **LATE RESPONSES WILL NOT BE CONSIDERED FOR AWARD.** The City reserves the right to reject any and all responses.

It is the Responder's responsibility to assure the delivery of its responses to Ogden City Purchasing Department prior to or at the designated date and time.

REQUIRED RFQ REPSONSES

Contractors responding to this RFQ must submit the following:

Contractor Qualifications Statement:

1. Firm Information

- a. Principal office location and address
- b. Ownership Information
- c. Corporate Structure
- d. Number of years in operation
- e. Alias or DBA names
- f. Federal and/or Utah State licensing

2. Capacity and Stability

- a. Self-performed categories of work
- b. Claims and Suits (officers and firm)
 - i. List of incomplete work, if any
 - ii. List of judgements, arbitration proceedings, or suits pending or outstanding (5 years)
 - iii. List of lawsuits filed by firm (5 years)
- c. List of major construction projects in progress
 - i. Name of Project
 - ii. Contract Amount
 - iii. Scheduled Completion Date
- d. References

- i. Trade References
 - ii. Bank References
- e. Surety and Insurance
 - i. Name and address of bonding company
 - 1. Evidence of bonding capacity
 - ii. Name and address of insurance company
 - 1. See Page 5 on details regarding insurance requirements

Evaluation Criteria:

In addition to the Contractor Qualifications Statement, respondents shall provide documentation substantiating the following requirements:

1. Project Team and Approach
 - a. Identify the primary members of the Project Team and describe their experience
 - b. Provide an organizational chart of the Project Team describing the roles and responsibilities of each member
 - c. Demonstrate the Responder's ability to commit necessary resources to successfully complete the Project in a timely manner
2. Relevant Project Experience:
 - a. Provide a brief description, including project owner information, of at least three (3) relevant projects, including the year(s) of construction and size and type of project, including any unusual features.
 - b. Provide evidence of value engineering, cost estimating, and negotiated contracting experience
3. Statement of Probable Fee:
 - a. Propose a fee for an assumed construction contract of \$2 million US dollars, which includes overhead, profit, bonds, and itemized general conditions. For the purposes of calculating the general condition costs, applicants should propose a construction term in which they believe they can successfully complete construction of the Project, but no later than October 1, 2021

SELECTION PROCESS

The selected Contractor will be the highest scoring applicant based on qualifications submitted, reference calls, and potential interviews, if needed.

Respondents will be scored using the following criteria (see Attachment A):

1. Construction experience and qualifications with projects of similar size, type, and contract amount
2. Value engineering, cost estimating, and negotiated contracting experience; including quality of submitted work samples
3. Proposed contractor team for the Project
4. Proposed Fee and General Conditions

The respondent with the highest overall score will be selected to join the Project Team, provide pre-construction services, and conditionally enter into a negotiated construction contract.

Proposed Selection Schedule:

Request for Qualifications available	October 15, 2020
RFQu Responses Due	October 28, 2020 @ 3pm
Interviews (if necessary)	October 29 and 30, 2020
Final Selection	October 30, 2020

Contact Information

For any questions related to this RFQ, please contact the Ogden City Purchasing office via email purchasing@ogdencity.com or at (801) 629-8742.

The question and answer period ends at 1 PM on October 26, 2020.