

**REQUEST FOR PROPOSAL**  
**FOR**  
**CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR**  
**FOR**  
**BDO 2ND STREET IMPROVEMENTS PROJECT CM/GC**

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## **SECTION 1: PROJECT DESCRIPTION**

Ogden City is seeking sealed proposals for a qualified Construction Management/General Contractor (CM/GC) to provide design phase services and complete construction services for the BDO 2nd Street Improvements Project CM/GC, hereinafter referred to as "Project".

The purpose of the Project is to improve water flow capacity in Ogden City's existing culinary water system to better serve the Business Depot Ogden (BDO) area. The Project will include installation of approximately 4,300 linear feet of 16" pipeline on 2<sup>nd</sup> Street beginning at Wall Avenue and extending to Orchard Avenue. Additionally, the project will include installation of a pressure reducing valve vault near the intersection of Orchard Avenue and 2<sup>nd</sup> Avenue, a canal crossing, approximately 53 1-inch water meter assemblies, connections to existing pipelines, new fire hydrants, and other appurtenances.

The pipeline is planned to be constructed in the first half of 2024 and must be fully complete by July 1, 2024.

Cost of construction of all segments is estimated to be approximately 3.8 million dollars according to the preliminary Engineer's Opinion of Probable Cost.

## **SECTION 2: SCOPE OF WORK**

The CM/GC in collaboration with the design team will be responsible to provide pre-construction services resulting in a guaranteed maximum price proposal for construction phases. The CM/GC and the City will enter into a Preconstruction Contract for an agreed upon fee.

The CM/GC will work with the design consultant team in an agency support role for preconstruction services. Before construction, the CM/GC will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP). The CM/GC will be responsible for construction means and methods to meet the project goals.

Preconstruction services by the CM/GC may include the following:

- Provide detailed milestone cost estimating and knowledge of marketplace conditions.
- Provide project planning assistance.
- Provide construction phasing and scheduling that minimizes interruption to operations.
- Provide constructability review.
- Provide value analysis services and offer cost savings suggestions and best value recommendations.
- Give advice regarding ways to gain efficiencies in project delivery.
- Provide long-lead procurement studies and initiate procurement of long-lead items.
- Participate in permitting process (Weber County, UDOT, etc.)
- Provide the CM/GC's Guaranteed Maximum Price (GMP) Proposal

### **SECTION 3: SUBMITTAL ELEMENTS**

The CM/GC will be selected through a qualifications-based selection process. Firms must demonstrate experience in similar culinary water pipeline installation projects in urbanized areas with experience crossing high traffic roadways. The firm must also demonstrate experience working with CM/GC, Construction Manager at Risk, or other alternative project delivery methods. Firms interested in providing CM/GC services must submit a Statement of Qualifications (SOQ) / Proposal that meets the criteria set forth in this section. Information included in the SOQ response will be used to evaluate your firm as part of any criteria, regardless of where that information is found in the SOQ. Information obtained from the SOQ and from any other relevant source, including independent investigation by the City, may be used in the evaluation and selection process. Further details of submittal requirements are contained in Section 6 of this solicitation.

Submit evidence of insurability - Refer to Exhibit A, Sample Contract Form, Article 11 – Insurance.

To be considered, each SOQ must address each of the following items:

#### **1. Experience and Qualification of Firm**

**(30 Points Possible)**

- 1.1. Provide a general description of the firm and/or team that is proposing to provide construction management services and general construction services. Explain the legal organization of the proposed firm or team. Provide an organization chart showing key personnel.
- 1.2. Provide the following information:
  - 1.2.1. List the Utah professional and contractor licenses held by the firm/team. Provide the license number and explain if held by an individual or the firm.
  - 1.2.2. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last 5 years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last 3 years. Briefly describe the circumstances and the outcomes.
  - 1.2.3. If selected as a finalist for this project, you will be required to provide a statement from an A- or better surety company describing the Company's bonding capacity.
- 1.3. Identify at least 2 comparable projects to the BDO 2<sup>nd</sup> Street Improvements Project in which the firm served as either CM/GC, agency Construction Manager during design and construction phases (without providing construction services), or General Contractor. Special consideration will be given to firms that have provided CM/GC services on similar successful projects.

For each project identified, provide the following:

- 1.3.1. Description of the project
- 1.3.2. Role of the firm (specify whether Construction Manager/ General Contractor. If CM/GC or General Contractor, identify the percent of work self-performed. Also, specify services provided during design phase, (e.g. cost estimating, scheduling, value engineering, etc.)
- 1.3.3. Original contracted construction cost and final construction cost for each Project
- 1.3.4. Construction dates
- 1.3.5. Project owner
- 1.3.6. Reference information (two owner representatives with telephone numbers and email addresses per project)

**2. Experience of key personnel to be assigned to this project (20 Points Possible)**

- 2.1. Identify all key personnel for the proposed project team. For each key person identified, list their length of time with the firm and at least 2 comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide the following:

- 2.1.1. Description of project
- 2.1.2. Role of the person
- 2.1.3. Original contracted construction cost and final construction cost for each Project
- 2.1.4. Construction dates
- 2.1.5. Project owner
- 2.1.6. Reference information (two owner representative names with telephone numbers per project)

**3. Approach to Performing the Required Services (30 Points Possible)**

- 3.1. Discuss the major issues such as: constructability, construction sequencing, providing safe work conditions and early procurement of long-lead items that your team has identified on this project and how you intend to address those issues.
- 3.2. Describe your firm's project management approach and team organization during design and construction phase services to address major issues. Describe systems used for planning, scheduling, cost estimating and managing construction. Briefly describe the firm's experience in quality control, dispute resolution, and safety management.

- 3.3. Provide an estimate of the percentage of work for the project that will be self-performed by CM/GC. For horizontal construction the CM/GC must self-perform not less than fifty-one (51%) of the work as required by the City of Ogden. Scoring preference will be given to those who self-perform a higher percentage of work for the project.

**4. Principal office location and local participation (10 Points Possible)**

The City desires strong local participation in this project. Describe your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and laborers. Identify the location of the firm's principal office and the home office location of key staff on this project. Identify local (i.e. presently living in or relocating to the Wasatch Front) vs. non-local staffing of your team, and the percentage of their work expected to be done locally.

**5. Subcontractor Selection Plan (10 Points Possible)**

Interested Contractors shall include in their submittal a proposed subcontractor selection plan. The proposed subcontractor selection plan must select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

**SECTION 4: SELECTION PROCESS**

A selection committee shall be formed including representatives of Ogden City and the Design Firm. This Committee will read, review, and evaluate each submittal independently based on the evaluation criteria. A point formula system will be used to evaluate the submittals. A "final list" will be constructed based on the score of the initial evaluations. The City may, however, call firms to clarify information received in the submittal. A short list of no more than five firms will be generated from submittals received. Firms on the final list shall be ranked, and the City will enter into negotiations with the highest-ranking firm.

Upon completion of the selection process and the identification of the best qualified firm, the City shall enter into negotiations with the selected team and execute a Pre-Construction contract following completion of negotiation of fees and any contract terms for consideration. A sample of the form of Contract to be executed is included as Appendix "A" in this solicitation. If the City is unable to successfully negotiate a contract with the best-qualified firm, the City may then negotiate with the second, third, etc. most qualified until a contract is reached or may terminate the selection process.

**SECTION 5: PROPOSED SCHEDULE OF EVENTS**

Scheduling is a critical component of this project. The pipeline must be fully complete by July 1, 2024. As such, this Calendar of Events is an integral part of the Submittal Requirements and

Contract Documents. The City, however, reserves the right to alter these timelines as necessary in the best interest of the City and to accommodate scheduling difficulties relating to interviews or selection of the Contractor. All times refer to Local Time, as kept by the City Clerk.

<b><u>Event</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
1.	Request for Proposal Release	10-03-2023
2.	Submittal Deadline	10-23-2023
3.	Notify selected construction manager	11-06-2023
4.	Anticipated Commence Pre-Construction Services	12-01-2023
5.	Anticipated Final Project Completion	07-01-2024

## **SECTION 6: GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS**

### **1. Definition of Terms Used in These Instructions**

As used in these instructions, the following terms have the following meaning:

- A. "Attachments" means all items required of the Submitter as a part of the submittal.
- B. "Days" means calendar days unless otherwise specified.
- C. "Exhibits" means all items attached to the solicitation.
- D. "Submittal" means bid, submittal, quotation, and qualifications.
- E. "Submitter" means a vendor or provider who responds to any type of solicitation.
- F. "Contracts Manager" means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee. For Ogden City, that shall mean the Project Manager.
- G. "Solicitation" means an invitation for bids (IFB), a request for submittals (RFP), a request for quotations (RFQ) or a request for qualifications (RFQ).

### **2. Preparation of Submittal**

- A. Copies of Submittal. To be considered responsive, one original and nine copies of a submittal must be submitted in a sealed envelope or box with the RFQ Description (Construction Manager - BDO 2nd Street Improvements Project) and the submitter's name and address clearly indicated on the package by the deadline. The submittal must bear the original signature of an authorized representative of the submitter on

the acknowledgement provided. Submittal must not exceed 15 pages. Dividers, one page cover letter, table of contents, resumes or other items contained in the appendix do not count towards the 15 page limit.

- B. Forms: No Facsimile or Telegraphic Submittals. A submittal shall be made either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms provided in this solicitation shall be legible and contain the same information requested on the form. A facsimile, telegraphic, or mailgram submittal shall be rejected.
- C. Typed or Ink Corrections. The submittal must be typed or in ink. Erasures, interlineations or other modifications in the submittal must be initialed in ink by the person signing the submittal. Modifications shall not be permitted after submittals have been opened except as otherwise provided under applicable law.
- D. Duty to Examine. It is the responsibility of each submitter to examine the entire solicitation, seek clarification in writing, and check its submittal for accuracy before submitting the submittal. Lack of care in preparing a submittal shall not be grounds for withdrawing the submittal after the submittal due date and time nor shall it give rise to any contract claim.
- E. Amendments. Each solicitation amendment, if any, shall be signed with an original signature by the person signing the submittal, and shall be submitted no later than the submittal due date and time. Failure to return a signed copy of a material solicitation amendment may result in rejection of the submittal.
- F. Submittal Amendment or Withdrawal. A submittal may not be amended or withdrawn after the submittal due date and time except as otherwise provided under the City's Procurement Code or other applicable law.
- G. Public Record. Under applicable law, all submittals submitted and opened are public records and must be retained by Ogden City. Submittals shall be open to public inspection after contract award, except for such submittals deemed to be confidential by Ogden City. If a submitter believes that information in its submittal should remain confidential, it shall stamp as confidential that information and submit a statement with its submittal detailing the reasons that information should not be disclosed. Ogden City shall make a determination pursuant to the City's Procurement Code and the Public Records laws of the State of Utah.
- H. Exceptions to Terms and Conditions. A submittal that takes exception to a material requirement of any part of the solicitation, including a material term and condition of any proposed contract, may be rejected. Exceptions to the submittal documents shall be clearly set forth in an attachment to the submittal.
- I. Release of Project Information. The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City.



J. Non-compliant Submittals to be Rejected. Submitters are advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified cut-off date and time.
- Failure to deposit the submittal in the appropriate location.

These failures will result in disqualification and no action of the City, including late acceptance by the City Purchasing Agent, shall act to waive or otherwise affect the disqualification.

K. City Rights. Ogden City reserves the right to reject any or all Submittals, and except as set forth in subsection (J) above, to waive any informality or irregularity in any Submittal received, to be the sole judge of the merits of the respective Submittals received, and to cancel any solicitation if deemed to be in the interest of the City to do so.

L. Notice of Federal Funding. Ogden City has applied for WIFIA funding for this project. If this funding is awarded or other funding with similar federal funding requirements is obtained, the CM/GC must comply with all federal requirements including but not limited to Equal Employment Opportunity, American Iron and Steel, Davis-Bacon compliance, Build America Buy America Act etc.

### 3. Inquiries

A. Solicitation Contact Person; Other Contact Prohibited. Any inquiry related to a solicitation shall be directed solely to the Ogden City Project Manager identified in this proposal. The submitter shall not contact or direct inquiries concerning this solicitation to any other employee unless the solicitation specifically identifies a person other than the Contracts Manager as a contact. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the Public Services Director, Deputy Director, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. The Contract Manager/Contact Person for this Solicitation shall be:

Derek Johnson, PE  
Sunrise Engineering  
5711 South 1475 East, Suite 203  
Ogden, UT 84403  
[derek.johnson@sunrise-eng.com](mailto:derek.johnson@sunrise-eng.com)

with a copy on all correspondence to:

Ogden City Purchasing Coordinator  
Ruby Joan Puertollano  
purchasing@ogdencity.com

- B. Submission of Inquiries. All inquiries are to be submitted via email ONLY to the Contract Manager/Contact Person with a copy to Ogden City Purchasing Agent . Each inquiry shall clearly refer to this solicitation in the subject line of the email. A list of all inquiries received, and responses by the city, shall be generated and be made available to all interested parties via posting on the City's website seven (7) days prior to the submittal deadline.
- C. Timeliness. Any inquiry should be submitted at least 72 hours before the submittal due date and time. Failure to do so may result in the inquiry not being answered. The City will not issue addenda within 48 hours of submittal due date and time unless it includes a time extension.
- D. No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation amendment. A submitter may not rely on verbal responses to its inquiries.

#### **4. Submittal Acceptance Period**

By submitting a proposal pursuant to this solicitation, the submitter agrees that it shall hold its submittal open for the number of days from the submittal due date that is stated in the solicitation. If the solicitation does not specifically state a number of days for the submittal acceptance, the number of days shall be one-hundred twenty (120).

#### **5. Cost of Submittal Preparation**

Ogden City shall not reimburse any submitter the cost of responding to a solicitation.

#### **6. Certifications, Disclosure, and Disqualification**

- A. Non-collusion, Employment, and Services. By signing the Submittal form, or other official contract form, the submitter certifies that:
  - a. did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its submittal; and
  - b. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders.

- B. Disclosure. If the Design Consultant and Construction Contractor, business, or person submitting this submittal has previously been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Submitter must fully explain the circumstances relating to the preclusion or proposed preclusion in the submittal. If awarded, the submitter must include a letter with its submittal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- C. Disqualification. The submittal of a submitter who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

## 7. Award of Contract

- A. Number or Types of Awards. Where applicable, Ogden City reserves the right to make multiple awards or to award a contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to Ogden City. If the Contracts Manager determines that an aggregate award to one submitter is not in the Ogden City's interest, "all or none" submittals shall be rejected.
- B. Contract Inception. A submittal does not constitute a contract nor does it confer any rights on the submitter to the award of a contract. A contract is not created until the submittal is accepted in writing by the Ogden City and executed by the authorized signature of the City and the Submitter.

## 8. Protests

All protests shall be in writing and be filed with the Purchasing Agent of Ogden City. To be considered timely, a protest of a solicitation any protest must be filed within three (3) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the solicitation or contract number;

- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

**9. Solicitation Order of Precedence**

In the event of a conflict in the provisions of this solicitation, the following shall prevail in the order set forth below:

- A. Solicitation;
- B. Special Terms and Conditions, if any;
- C. Specifications;
- D. Exhibits;
- E. Special Instructions to Submitters; and
- F. Uniform Instructions to Submitters.

**10. Persons With Disabilities**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Contracts Manager. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified on the first page of this solicitation.

**SUBMITTAL DEADLINE FOR PROPOSAL**

Submittals must be delivered in a sealed package bearing the title of the solicitation. Packages must be delivered prior to the submittal deadline to the Address listed below; any submittal package received after the deadline shall not be considered and will be discarded.

Submittal address and deadline information:

**TITLE: BDO 2ND STREET IMPROVEMENTS PROJECT CM/GC**

**SUBMITTAL DUE DATE: OCTOBER 23, 2023**

**TIME - NO LATER THAN 2:00 PM**

**SUBMIT TO:**

Ogden City Corporation

c/o 2<sup>nd</sup> Floor Information / Constable Desk

ATTN: Purchasing Office

**BDO 2ND STREET IMPROVEMENTS PROJECT CM/GC**

2549 Washington Blvd.

Ogden, UT 84401

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

If the sealed proposal is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The proposal may also be hand-carried to the 2<sup>nd</sup> Floor Information / Constable Desk at the same address.

**No facsimile or email transmittals will be accepted.**

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

APPENDIX "A"  
**SAMPLE CONTRACT FORM**