



STILLWATER COUNTY
COLUMBUS, MONTANA

REQUEST FOR PROPOSALS FOR
GENERAL CONTRACTOR/CONSTRUCTION MANAGER SERVICES
FOR
ALTERNATIVE PROJECT DELIVERY
FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE
STILLWATER COUNTY FACILITIES FCIP PROJECTS

SEPTEMBER 2020

**REQUEST FOR PROPOSALS FOR
GENERAL CONTRACTOR/CONSTRUCTION MANAGER SERVICES
FOR CONSTRUCTION OF IMPROVEMENTS TO THE COUNTY FACILITIES FCIP PROJECTS
COLUMBUS, MT**

The County Commissioners of Stillwater County, Montana approved funding for the design and construction of improvements to various County facilities within Stillwater County, MT. The Board of Commissioners of Stillwater County (hereinafter the "County"), requires the services of a competent General Contractor/Construction Manager(s) (GC/CM), normally engaged in this profession and duly registered as a Construction Contractor in the State of Montana, to provide GC/CM services as an alternative delivery process, specifically for the following Project:

**CONSTRUCT IMPROVEMENTS TO THE COUNTY FACILITIES FCIP PROJECTS
COLUMBUS, MT**

It is the County's desire to engage a qualified GC/CM to work with the County and with Arete Design Group, the selected Architectural firm, for the performance of this project. The County has prepared preliminary project documentation, posted on the County website. This document can be found at:

www.stillwatercountymt.gov

Time is of the essence. The current expectation is that the project will commence in the spring of 2021 and all work complete by mid-2022.

The final form of the contract shall be an amended AIA A-133™ - 2017 "Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus A Fee with a Guaranteed Maximum Price, in conjunction with AIA A201™ - 2017 "General Conditions of the Contract for Construction."

It is the intent of the County to make a single award for these services specific to the subject projects.

The entire context of this RFP for GC/CM services can be found on the County website at the following link: www.stillwatercountymt.gov and is also available at:

Stillwater County Commission
17 N. 4th Street
Columbus, MT 59019

The County is requesting a response to this RFP from qualified GC/CM firms, corporations, joint ventures, partnerships, or individuals (GC/CM) who responded to and were qualified through the RFQ process for the subject project. Those candidates that met all RFQ requirements and can provide all of the services indicated herein are being provided with an opportunity to submit a proposal for the work.

Seven (7) hard copies and one (1) USB Flash Drive of your response to this RFP must be received no later than October 7, 2020 at 3:00 p.m. at the Stillwater County Courthouse to the attention of:

Stillwater County Commissioners
Attn: Finance Office
PO Box 795
400 East 3rd Avenue North
Columbus, MT 59019.

Late submittals will not be accepted.

ALL QUESTIONS AND CONTACTS REGARDING THIS RFP MUST BE SUBMITTED IN WRITING (email is acceptable) TO:

Stillwater County Commissioners
Attn: Ms. Stephanie Ray, Community Planning/Economic Development Director
17 N. 4th Street
PO Box 881
Columbus, MT 59019
E-Mail: sray@stillwatercountymt.gov
Facsimile: (406) 322-1118

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the County are entirely the responsibility of the proposer. The County is not liable for any expense incurred by the proposer in the preparation and presentation of their proposal or any other costs incurred by the proposer prior to execution of a contract. All materials submitted become the property of the County. It is the proposer's responsibility to verify further additional and subsequent published information on the County website, in the form of addenda or other publications pertinent to this submittal. Additional funding opportunities have become available to the County. The County is interested in constructing multiple phases of the FCIP planned facilities earlier than originally anticipated. Therefore, PROVIDE A LETTER FROM YOUR SURETY OR AGENT STATING THAT YOUR FIRM IS CAPABLE OF PROVIDING A 100% PERFORMANCE AND PAYMENT BOND FOR A \$20,000,000 PROJECT COST. THIS INCREASED CONSTRUCTION VALUE IS AN AMENDMENT TO THE REQUIREMENTS OF THE ORIGINAL RFQ.

GENERAL REQUIREMENTS FOR GC/CM SERVICES:

SCOPE OF PRECONSTRUCTION SERVICES

Each GC/CM invited to respond to this RFP shall propose a maximum preconstruction services fee for Construction Phase Services. The specific scope of preconstruction services will be negotiated prior to signing the Contract. In general, preconstruction services are anticipated to include the following:

1. Participate in all subsequent design, coordination, and building committee meetings, as required.
2. Review of all designs for constructability.

3. Work with the County and design team on phasing, scheduling, and other strategies in order to complete construction of this scale of project on or before the stated completion date.
4. Gather and coordinate input from subcontractors regarding constructability.
5. Prepare construction cost estimates for the project at the remaining phases of design taking into consideration schedule and market conditions.
6. Consult with, advise, assist, and provide recommendations to the County and design team on all aspects of the planning and design of the work completed to date.
7. Provide information, estimates, schemes, and participate in decisions regarding construction materials, methods, systems, phasing, sustainability and costs in order to deliver the highest quality construction using the most sustainable construction materials and practices, within the budget and on schedule.
8. Review in-progress design and construction documents and provide input and advice on construction feasibility, alternative materials, costs, and availability.
9. Review completed design and construction documents prior to subcontractor/supplier bidding/selection and suggest modifications to improve completeness and clarity in order to minimize construction change requests due to inconsistencies or omissions in the construction documents.
10. Provide input to the County and the design team regarding the construction market bidding climate, status of key subcontractor markets, and other relevant economic conditions.
11. Recommend and actively source labor and material resources necessary to complete the project construction.
12. Provide input to the County and the design team regarding long lead time materials and equipment, impact on the construction schedule and strategies for mitigating the impact.
13. Notify the County and design team immediately if construction cost estimates appear to be exceeding the construction budget and reconcile each cost estimate with the Architect's cost estimate, if required.
14. Furnish a final construction cost estimate for the County's review and approval.
15. Develop a comprehensive CPM construction schedule.
16. Develop all subcontractor/supplier bid packages and perform all advertising and receipt of subcontractor and supplier bids.
17. Obtain bids per individual trades for the County's/Architect's review, unless otherwise approved by County in order to meet resourcing requirements, per GC/CM contract. Self-performed work must be bid against at least two subcontractors, if readily available.
18. Upon execution of an Early Work Agreement prior to a final GMP Amendment, perform early material procurement, site preparation, and advance construction work as approved or directed.

SCOPE OF CONSTRUCTION PHASE SERVICES

In general, construction phase services include the following:

A GMP for the entire project will be requested near the completion of the Construction Documents phase provided the cost estimate is within the County's budget. The established GMP will be the

maximum amount paid for the entire work unless scope changes are requested by the County. Acceptance of the GMP by contractor will constitute completion of preconstruction services. A subsequent GMP Agreement/Amendment will initiate the construction period services for the project. For any on-site construction work started prior to the executed GMP Amendment, the GC/CM will be required to submit performance and payment bonds totaling the cost of the work as it progresses. At the time of execution of the GMP Amendment, the GC/CM will be required to submit a 100% performance and 100% payment bond for the amount of the GMP. The County retains the option to cancel the construction phase services, or to start a new process for the construction of the Project, or terminate the contract and negotiate a replacement contract with the next highest rated Proposer from this solicitation, or to conclude the GC/CM's services at pre-construction and issue the project on a lowest, responsible bidder method.

Reference to the State of Montana Wage Rates/Schedule incorporated in this RFP is provided for informational purposes only. The selected GC/CM will be required to comply (as a minimum allowable rate schedule) with those rates adopted and effective at the time of signing the GMP Agreement/Amendment. Full text for rates and compliance can be found on the State of Montana, Department of Labor website at:

<http://erd.dli.mt.gov/Portals/54/Documents/Labor-Standards/BC%20Final%202020.pdf?ver=2020-01-02-081507-847>

SELECTION PROCEDURE:

The County intends to evaluate and award a contract for the project without conducting discussions. However, the County reserves the right to conduct discussions if determined by the County to be in the best interest of the County at any time leading up to contract award. As such, the GC/CM is encouraged to provide their best possible pricing initially as final proposal revisions may not be requested.

The GC/CM shall submit a cover letter and statement of interest and all required information by the response date of this RFP. All information will be evaluated and rated in a manner that best serves the interests of the County. Past Performance, Critical Personnel and Equipment, Scheduling and Pricing are of significant importance.

The responses to this RFP will be reviewed and scored – based upon project approach and price – and a maximum of four (4) GC/CMs with the highest scores will be given the opportunity to make a formal presentation (interview) to the County selection committee.

SELECTION TIMELINE

Review/shortlist RFQs by the County:	September 24, 2020
Invite qualified firms to submit an RFP:	September 25, 2020
Submit RFP proposals:	October 7, 2020 at 3:00 p.m. at the Courthouse
Review RFP Proposals:	October 8, 2020
Interviews:	October 15, 2020
Selection and Negotiation:	Upon completion of RFP and possible interview process
Award:	Upon completion of negotiations and board approval

PROJECT APPROACH (Scored from a total of 100 points)

Provide details of your project approach, which shall address, at a minimum:

1. Your project management approach to meet the needs of the project. Provide details of your proposed project managers duties, responsibilities and time allotted to the project. Include resume' for proposed project manager: 25 points
2. Your project supervisory approach to meet the needs of the project. Provide details of your proposed supervisor(s) duties, responsibilities and time allotted to the project. Include resume' for proposed superintendent: 25 points
3. Your past experience and ability to work with the selected A/E firm during the design, budgeting and construction phase: 5 points
4. What you consider to be the most critical components of providing construction services on a green field project, in a rural setting, and your plan to address such restrictions: 20 points
5. Your company's specific procedures regarding safety and security while working on similar facilities: 10 points
6. Your plan to encourage participation by local subcontractors, suppliers and labor. Provide a detailed description of work normally performed by your employees and provide a detailed description of work normally subcontracted to other firms or companies. Discuss your subcontracting plan and philosophy about engaging services of local firms as well as your prequalification process for the selection of potential subcontractors. Major subcontractors (e.g. mechanical, electrical, technology/data and security) may be selected by the GC/CM on a qualification, performance, or best value basis in collaboration with the County and its Architect and Engineers: 10 points
7. Present your proposed progress schedule in a time scaled bar graph format. The horizontal axis of your schedule should be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The schedule shall show start and completion dates for specific tasks. Provide adequate detail to demonstrate your understanding of the project delivery. For the purpose of responding to this RFP, assume a start date for the initial phase of work for on-site construction starting March 2021 through July 31, 2022: 5 points

PRICE (Scored from a total of 100 points):

- a. Preconstruction Services Fee - Provide your firm's Preconstruction Services Fee as a maximum, not-to-exceed amount for this project, together with hourly rates or other basis of compensation for those assigned to the preconstruction phase. These services are to be paid on a cost reimbursement basis up to the stated maximum. This fee is for the services described above and other services you describe in this response. A zero-dollar or token amount for Preconstruction Services Fee is prohibited.
- b. GC/CM Fee - Provide your firm's GC/CM Fee for overhead and profit as a percentage of the Estimated Cost of Work for this Project - the Estimated Cost of Work (ECoW) is \$18,500,000.

The contract between the County and GC/CM will not allow for a fee to be applied to the GMCRs; see below for definition of GMCRs.

- c. General Conditions & General Requirement Costs - Complete the attached "Guaranteed Maximum Cost for Reimbursable Expenses for General Conditions & General Requirements" (GMCR) worksheet to indicate your firm's proposed guaranteed maximum costs covering general conditions & general requirements for the duration proposed in this RFP and not for your proposed schedule. **Any line item not completed on this worksheet with a specific dollar amount, but with the designation of "By County," "Cost of the Work," "Not Required," and/or other similar responses will be evaluated and leveled by utilizing the highest line item cost taken from the other proposers' worksheets, or at the County's discretion, zeroed out on all proposers worksheets to make an accurate GMCRs cost comparison.**
- d. Method of Adjustment for Change Orders - The proposal shall include the method of adjustment as a single, combined percentage for the GC/CM's overhead and profit allowance for County-directed changes in the work.
- e. Sub-Contractor Method of Adjustment - The proposal shall include the Method of Adjustment as a single, combined percentage for the limit of your subcontractors overhead and profit allowance for County-directed changes in the work.
- f. County's Analysis of Fees and Costs (Cost Comparison) - The ECoW (\$18,500,000) will be multiplied by the firm's GC/CM Fee percentage then added to the proposed General Conditions/Requirements Costs and the ECoW and the Preconstruction Services Fee to provide an overall cost comparison among the firms. *(This comparison is only one factor in how the committee may score this portion of the RFP.)*

Cost comparison value = ECoW+(ECoW x GC/CM fee) + GMCRs + Preconstruction Services Fee

Pricing will be evaluated to determine reasonableness and potential performance risks. In this context, reasonableness may be determined by comparing offered prices with the initial budget study or other critical factors. Pricing will be evaluated as either reasonable or unreasonable. The County reserves the right to cancel the RFP and re-solicit via another mechanism should a fair and reasonable price not be achieved or reasonableness of price cannot be determined.

PRESENTATION AND INTERVIEW (Scored from a total of 100 points)

Interviews may be requested at the discretion of the selection committee. If interviews are requested, a maximum of four (4) of the highest scoring responses based on project approach and pricing will have the opportunity to interview with the County selection committee. The interview date will be October 15, 2020, and the time and location will be provided to the qualifying GC/CMs. The format of the presentation and interview will be left up to the proposing firm. Presentations will be limited to a 10-minute setup time and a 60-minute presentation. At a minimum, the GC/CMs proposed project manager, pre-construction services estimator, and construction superintendent must be present at the interview.

BONDING:

For any on-site construction work started prior to the executed GMP Amendment, the GC/CM will be required to submit performance and payment bonds equal to the current cost of the work. The County will then require the successful GC/CM to provide performance and payment bonds in the amount of 100% of the final established value of the work (GMP).

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 - WORK ON A COUNTY PROJECT

The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract. Before commencing work under this contract, the Contractor shall notify the County in writing that the required insurance has been obtained and provide a Certificate of Insurance. The Contractor shall insert the substance of this clause, including this paragraph, in Subcontracts under this contract that require work on a County installation and shall require Subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the County upon request. Contractor shall carry the following insurance and shall provide the County with certificates verifying coverage:

A. **Insurance Carrier:** Must be rated at least "A-" by A.M. Best Company or acceptable State Fund for Workers Compensation.

B. **Workers Compensation:** Copy of Contractors Exemption, if applicable and proof of Workers Compensation Insurance. The County may withhold a percentage to cover costs if proof of coverage is not provided.

Workers Compensation-	Statutory
Employers Liability Limits-	\$1,000,000 Each Accident
	\$1,000,000 Disease- Policy Limit
	\$1,000,000 Disease- Each
Employee	

C. Commercial General Liability Insurance: Including Premise & Operations, Personal & Advertising Injury, Blanket Contractual (no restrictive endorsements such as CG 2139, CG 2426, CG 2294) and Products & Completed Operations.

Limits:	\$1,000,000 Each Occurrence
	\$2,000,000 Products/Completed
Operations Aggregate	\$2,000,000 General Aggregate

The County shall be named as a **Primary Additional Insured**. The policy will provide an endorsement to provide coverage for the County as an additional insured including **Completed Operations Liability**. The use of the ISO CG 3287 and CG 3290 or its equivalent is acceptable. If the **additional insured endorsement** does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 years upon completion of the project.

**Waiver of Subrogation in favor of the County.
Per Project Aggregate Endorsement required.**

D. Automobile Liability:

Limits: Owned Autos	\$1,000,000 Each Accident
Hired/Non-Owned Autos	\$1,000,000 Each Accident

E. Umbrella/Excess Liability:

Limits:	\$1,000,000 Each Occurrence
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F. County & Contractors Protective Liability (OCP):

Limits:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

Policy will be in the name of the County

G. Contractor Tools/Equipment: All tools leased, borrowed or owned by the Contractor/Subcontractor will be their responsibility.

H. Cancellation/Non-Renewal Notice: Minimum of 45 days on Certificate of Insurance.

Builders Risk Insurance will be provided by the County.

INSTRUCTIONS TO PROPOSERS

Proposals 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 25 pages total (single or double-sided printing is acceptable) including whatever pictures, charts, graphs, tables, and text the firm deems appropriate to be part of the review of the firm's qualifications. Sections are to be tabbed and all pages numbered sequentially. A separate transmittal letter, cover page, cover sheets, sample schedules, and dividers are exempted from the page limit. The page size is limited to 8-1/2 x 11 inches, with basic text no smaller than 11-point font.
4. Include a proposed project schedule, which does not count toward the page limit.
5. Include a cover letter and statement of interest addressed to the County selection committee specifically addressing the project described within this RFP. Cover letter and statement of interest do not count toward the page limit.
6. Include a résumé each for the proposed Project Manager, Preconstruction Services Manager and Project Superintendent. Résumés do not count toward the page limit.
7. Include the following Guaranteed Maximum Cost for Reimbursable Expenses (GMCR) for General Conditions/Requirements Worksheets – these pages are exempt from page limit in line item (3) above.
8. PROVIDE A LETTER FROM YOUR SURETY OR AGENT STATING THAT YOUR FIRM IS CAPABLE OF PROVIDING A 100% PERFORMANCE AND PAYMENT BOND FOR A \$20,000,000 PROJECT COST. THIS INCREASED CONSTRUCTION VALUE IS AN AMENDMENT TO THE REQUIREMENTS OF THE ORIGINAL RFQ.

**GUARANTEED MAXIMUM COST FOR REIMBURSABLE EXPENSES
 FOR GENERAL CONDITIONS & GENERAL REQUIREMENTS (GMCR)**

List the following Guaranteed Maximum Cost for Reimbursable (GMCR) Expenses for General Conditions & General Requirements. All lines are to be completed by listing one of the following:

1. The dollar amount to be reimbursed.
2. "Included in Fee" if included in GC/CM Fee = IIF
3. "By Owner" if required but not included in GMP, GC/CM Fee or GMCR = BO
4. "Not Required" if the GC/CM determines that the service is not required for the project = NR
5. "Cost of the Work" if the GC/CM determines an item will be issued in a bid pack = COW
6. Construction schedule starts March 1, 2021, completion July 31, 2022

The total of these costs shall constitute the Guaranteed Maximum Cost for Reimbursables (GMCR).

100	Personnel	Quantity	Unit	Unit Price	GMC
1	Project Executive				
2	Project Manager				
3	Assistant Project Manager				
4	Estimator				
5	Project Engineer I or II				
6	Project Superintendent				
7	Business Manager				
8	Secretary				
9	Clerk				
10	Travel/Relocation Costs				
11	Intern				
12	Employee Bonuses				
13	Other				
SUBTOTAL 100					

Request for Proposals for GC/CM Services
 Stillwater County Facilities FCIP Projects

200	Home and Field Office	Quantity	Unit	Unit Price	GMC
1	Office Supplies				
2	Office Equipment				
4	Photocopy				
5	Blueprints				
6	Photos				
7	Computer Equipment				
8	Internet				
9	Tech Equipment/TVs				
10	Telephones Charges				
11	Cell Phone Charges				
12	Radios				
13	Small Tools or Equipment for GC/CM Usage				
14	Safety Supplies and PPE for GCCM Employees and Visitors for Project Duration				
15	Other				
SUBTOTAL 200					

Request for Proposals for GC/CM Services
 Stillwater County Facilities FCIP Projects

300	Field Office	Quantity	Unit	Unit Price	GMC
1	Rent				
2	Transport, Set-Up and Dismantle Including Stairs and Landings				
3	Field Office Utility Hookup				
4	Electricity, Field Office				
5	Heat, Field Office				
6	Maintenance/Janitorial				
7	Water to Trailer(s)				
8	Phone/Data/Technology				
9	Drinking Water				
10	Office Trailer Signage				
11	Fencing/Parking for Field Office				
12	Additional Storage Trailers or Containers				
13	Office Furnishings				
14	Toilet Facilities				
15	First Aid & Fire Extinguishers				
16	Other				
SUBTOTAL 300					

Request for Proposals for GC/CM Services
 Stillwater County Facilities FCIP Projects

400	Professional Services	Quantity	Unit	Unit Price	GMC
1	Design/Engineering				
2	Data Processing				
3	Consulting Fees and Expenses				
4	Legal Expense				
5	Project Scheduling				
6	Survey/Layout Building				
7	Survey/Layout Site				
8	SWPP Implement & Oversight				
9	Substance Abuse Testing for GCCM & Subcontractors				
10	Project Photos				
11	Functional Commissioning Support				
12	Other				
SUBTOTAL 400					

500	Project Transportation	Quantity	Unit	Unit Price	GMC
1	Vehicles				
2	Vehicle Maintenance				
3	Vehicle Insurance				
4	Vehicle Fuel				
5	On-site Transports				
6	Forklifts, Manlifts, Stair Towers				
7	Material Handling Equipment				
8	Cranes or Boomtrucks				
9	Fall Protection, Guardrails, Ladders, Access, Positioning Devices/Systems				
10	Other				
SUBTOTAL 500					

Request for Proposals for GC/CM Services
 Stillwater County Facilities FCIP Projects

600	Miscellaneous Expenses	Quantity	Unit	Unit Price	GMC
1	Home Office Management				
2	Cash Discounts Earnings				
3	Advertising				
4	Home Office Accounting				
5	Association Fees				
6	Performance & Payment Bonds				
7	Site Security				
8	CGL insurance/OCP				
9	As-Built Documents to Architect				
10	Close-out Information				
11	O&M Manuals (3 Hardcopies & 1 Electronic)				
12	Safety/First Aid				
13	Continuous Clean-up				
14	Rubbish Removal and/or Recycling				
15	Final Clean-up				
16	Punch List(s) and Warranty Inspections and Completion				
17	Site Fencing & Barricades				
18	Signage				
19	Temporary Heat				
20	Temporary Partitions				
21	Phasing Costs				
22	Dust Control				
23	Snow Removal				
24	Street Cleaning				
25	Permits other than Building Permit				
SUBTOTAL 600					
TOTAL GUARANTEED MAXIMUM COST FOR REIMBURSABLE EXPENSES					

- END OF THIS REQUEST FOR PROPOSAL -