

Helena Public Schools

**REQUEST FOR PROPOSALS FOR
GENERAL CONTRACTOR/CONSTRUCTION MANAGER SERVICES FOR
ALTERNATIVE PROJECT DELIVERY FOR THE
BRYANT ELEMENTARY SCHOOL**

SEPTEMBER 2017

**REQUEST FOR PROPOSALS FOR
GENERAL CONTRACTOR/CONSTRUCTION MANAGER SELECTION
FOR A NEW BRYANT ELEMENTARY SCHOOL**

The voters of Helena, Montana approved funding for the design and construction of a new Bryant Elementary School. The Board of Trustees of Helena Public Schools (the "District"), 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:

**Construction of a new Bryant Elementary
1529 Boulder Ave, Helena, Montana 59601**

It is the District's desire to engage a qualified GC/CM to work with the District and with Mosaic Architects, the selected Architectural firm, for the performance of this project.

Time is of the essence. The current expectation is that the project will be fully complete and ready for occupancy by August, 2019.

The final form of the contract shall be an amended AIA A-133™ - 2009 "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™ - 2007 "General Conditions of the Contract for Construction."

It is the intent of the District to make a single award for these services specific to the construction of a new Elementary School.

The entire context of this RFP for GC/CM services is available at Helena Public School's Business Building located at 55 South Rodney, Helena, MT 59601.

The District 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.

Request for Proposals for GC/CM Services
New Bryant Elementary
Helena Public Schools

Seven (7) hard copies and one (1) USB Flash Drive of your response to this RFP must be received no later than **September 14th, 2017 3:00pm MST** at:

Helena Public School
Attn: Kalli Kind, Director of Support Services
55 S. Rodney
Helena, MT 59601

Due: September 14th, 2017 @ 3:00 PM MST

Late submittals will not be accepted.

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

Kalli Kind, Director of Support Services
1200 Sanders St.
Helena, MT 59601
Email: kkind@helenaschools.org

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the District are entirely the responsibility of the proposer. The District 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 District. It is the proposer's responsibility to verify further additional and subsequent published information on the District website, in the form of addenda or other publications pertinent to this submittal.

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. Participation in all subsequent design, coordination, and building committee meetings if invited;
2. Review of all designs for constructability;
3. Work with the District and design team on phasing, scheduling, and other strategies to complete construction of this scale of project on or before the stated date;
4. Coordination and gathering of 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 District and design team on all aspects of the planning and design of the work accomplished to date;

7. Provide information, estimates, schemes, and participate in decisions regarding construction materials, methods, systems, phasing, sustainability and costs to assist in determinations which are aimed at providing the highest quality building, constructed using the most sustainable construction materials and practices, within the budget and 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 and to eliminate construction change requests due to inconsistencies or omissions in the construction documents;
10. Provide input to the District and the design team regarding construction market bidding climate, status of key subcontract 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 District 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 District 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 District'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 trade for the District's/Architects review, unless otherwise approved by District 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 any Early Work Amendment prior to a GMP agreement, undertake early material procurement, site preparation, and advance construction work.

SCOPE OF CONSTRUCTION PHASE SERVICES

In general, construction phase services are anticipated to include the following:

It is anticipated that a GMP for the entire project will be requested near the completion of the Construction Documents phase provided the cost estimate is within the District's budget. The established GMP will be the maximum amount paid for the entire work, unless scope changes are requested by the District. Acceptance of the GMP by contract will constitute completion of preconstruction services and that 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 amendment for GMP, 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 District 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/dli-erd-ls161.pdf?ver=2017-01-06-075333-973>

SELECTION PROCEDURE:

The District intends to evaluate and award a contract for the project without conducting discussions. However, the District reserves the right to conduct discussions if determined by the District to be in the best interest of the District 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 District. Past Performance, Critical Personnel and Equipment, Scheduling and Pricing are all of significant importance.

The responses to this RFP will be reviewed and scored - based upon project approach and price – and the four GC/CM's with the highest scores will be given the opportunity to make a formal presentation (interview) to the District selection committee.

PROJECT APPROACH (Scored from a total of 100 points)

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

1. Details of 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; **10 points**
2. Details of 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; **10 points**
3. Your past experience and ability to work with the selected A/E firm during the design, budgeting and construction phase; **10 points**
4. What you consider the most critical components of providing construction services next to a populated residential neighborhood, an occupied elementary school campus, and your plan to address such components; **20 points**
5. Your company's specific procedures regarding safety and security while working in residential neighborhoods on educational facilities; **15 points**
6. Your plan to encourage participation by local subcontractors, suppliers and labor. Provide a detailed description of work normally performed by your own forces, and provide a detailed description of work normally subcontracted to other firms or companies. Discuss your

subcontracting plan and thoughts on 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 District and its Architect and Engineers, as appropriate; **20 points**

7. Your proposed project schedule; Demonstrate 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 on-site construction of April 2018 and a completion date of August 1st, 2019; **15 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 herein. A zero-dollar or token 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. Assume the Estimated Cost of Work (ECoW) to be \$13,500,000. The ECoW does not include the project design/construction contingency.
- c. General Conditions Costs - Complete the attached "Guaranteed Maximum Cost for Reimbursable expenses for General Conditions" (GMCR) worksheet to indicate your firm's proposed guaranteed maximum costs covering general conditions 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 District", "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 District's discretion zeroed out on all proposers worksheets, to make an accurate general conditions 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 District-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 District-directed changes in the Work.

- f. District's analysis of fees and costs (Cost Comparison): The ECOW (\$13,500,000) will be multiplied by the firm's GC/CM Fee percentage then added to the proposed General Conditions Costs and Preconstruction Services Fee to provide an overall cost comparison among the firms. *(this comparison is only one factor in how the committee will score this portion of the RFP)*

Cost comparison value = (\$13,500,000 x GC/CM fee) + GMCR + Preconstruction Services Fee

Pricing will be evaluated to determine reasonableness and evaluate 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 District 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)

Only the top 4 highest scored GC/CM's based on project approach and pricing will have the opportunity to interview with the District selection committee. The interview date, time and location will be provided. The format of the presentation and interview will be left up to the proposing firm. Presentations will be limited to a 15 minute setup time and a 60 minute presentation. At a minimum, the GC/CM's proposed project manager, pre-construction services estimator, and construction superintendent must be present at the interview.

PROJECTED COST RANGE: The estimated cost for direct construction is \$13,500,000. This cost will be utilized to calculate an overall price for scoring purposes but DOES NOT include; GC/CM GMCR, overhead, profit, permits, performance or payment bonds.

BONDING:

For any on-site construction work started prior to the executed amendment for GMP, the GC/CM will be required to submit performance and payment bonds equal to the current cost of the work. The District will then require the successful GC/CM(s) 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 DISTRICT FACILITY

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 District in writing that the required insurance has been obtained. The Contractor shall insert the substance of this clause, including this paragraph, in Subcontracts under this contract that require work on a District 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 District upon request.

Contractor shall carry the following insurance and shall provide the District with certificates verifying coverage for the following:

- 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 District may withhold a percentage to cover costs if proof of coverage is not provided.

Workers Compensation- Employers Liability Limits-	Statutory \$1,000,000 Each Accident \$1,000,000 Disease- Policy Limit \$1,000,000 Disease- Each Employee
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- 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 \$2,000,000 General Aggregate
Aggregate	

The District shall be named as a **Primary Additional Insured**. The policy will provide an endorsement to provide coverage for the District 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 District.
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

- F. **Districts & Contractors Protective Liability (OCP):**
Limits: \$1,500,000 Each Occurrence
\$3,000,000 Aggregate

Policy will be in the name of the District

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 District.

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 20 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 (schedules can be 11x17 inches tri-folded into document). The page size is limited to 8-1/2 x 11 inches, with basic text information reasonably legible.
4. Include a proposed project schedule, and which does not count toward the page limit.
5. Include a cover letter and statement of interest addressed to the District selection committee specifically addressing the project described within this RFP, and which does not count toward the page limit.
6. Include resumes' for the proposed Project Manager, pre-construction services manager and Project Superintendent, and which does not count toward the page limit.
7. Include the following Guaranteed Maximum Cost for Reimbursable Expenses (GMCR) for General Conditions, and which is exempt from page limit in line item (3) above.

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

List the following Guaranteed Maximum Cost for Reimbursable (GMCR) expenses for General Conditions. **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 District" 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 that an item will be issued in a later bid pack = COW

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

100	Personnel/Organization	Quantity	Unit	Unit Price	GMC
1	Project Executive				
2	Project Manager				
3	Assistant Project Manager				
4	Estimator				
5	Project Engineer I				
6	Project Engineer II				
7	Project Superintendent				
8	Business Manager				
9	Secretary				
10	Clerk				
11	Travel Costs/Relocation Costs				
12	Housing/rental				
13	Intern				
14	Other				
15	Other				
	Subtotal				

Request for Proposals for GC/CM Services
 New Bryant Elementary
 Helena Public Schools

200	All Office (Home & Field) Supplies and Expenses	Quantity	Unit	Unit Price	GMC
1	Office and Eng. Supplies				
2	Office Equipment - Rent or Depreciation				
3	Office Equipment Purchase				
4	Photo Copy				
5	Blueprints - Printing				
6	Photos				
7	Computer Equipment				
8	FAX Charges				
9	Telephones Charges				
10	Cell Phone Charges				
11	Radios				
12	Postage				
13	Other				
	Subtotal				
300	Field Office Rental	Quantity	Unit	Unit Price	GMC
1	Rent				
2	Transport, Set-Up and Dismantle				
3	Field Office Hookup & Utilities				
4	Electricity				
5	Maintenance/Janitorial				
6	Water				
7	Heat				
8	Phone/Data/Technology				
9	Toilet facilities				
10	Security/Signage/Cameras				
11	Other				
	Subtotal				
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	Surveying (Building and Site Layout)				
7	SWPP Implementation & Oversight				
8	Other				
	Subtotal				

500	Project Transportation/Travel	Quantity	Unit	Unit Price	GMC
1	General Automotive				
2	Trucks including fuel and automobile liability insurance				
3	On-site transports				
4	Material Hoisting (cranes/forklifts)				
5	Personnel Hoisting (manlifts)				
6	Other				
7	Other				
	Subtotal				
600	Miscellaneous Expenses	Quantity	Unit	Unit Price	GMC
1	Home Office Management Expenses				
2	Cash Discounts Earnings				
3	Advertising				
4	Home Office Accounting				
5	Association Fees				
6	Performance & Payment Bonds				
7	Permits (plan review fee by others)				
8	Commercial General Liability, umbrella and OCP premiums attributable to this specific project;				
9	As Built Documents provided to A/E				
10	Close-out Information				
11	O&M Manuals (3 sets + 1 electronic)				
12	Safety/First Aid				
13	Continuous Clean-up				
14	Rubbish Removal				
15	Final Clean-up				
16	Punch List				
17	Temporary Protection				
18	Site Fencing & Signage				
19	Temporary Heat				
20	Temporary Partitions/Phasing Costs				
21	Dust Control/Snow Removal/Street Cleaning				
22	Other				
	Subtotal				
	Total Guaranteed Maximum Cost for Reimbursables				

- END OF THIS REQUEST FOR PROPOSAL -