

**City of Bismarck
Request for Proposals
For Construction Management at Risk Services**

INTRODUCTION

City of Bismarck (CITY) seeks specific proposals from interested parties (COMPANY) that are capable of providing construction management at risk (CMAR) services for the construction project to expand the City's water treatment plant (WTP) and construction projects at the City's wastewater treatment plant (WWTP). COMPANYs responding to this request must submit their written proposal in accordance with the Request for Proposal (RFP) and its appendices. Ten (10) copies of the completed response must be received no later than 4:00 pm on Friday, January 27, 2023.

The submittal shall be sent to:

Michelle Klose
Director of Utility Operations
City of Bismarck
221 North 5th Street (Delivery)
PO Box 5503 (Mail)
Bismarck, ND 58506-5503

GENERAL INFORMATION AND RESULTS DESIRED

1. Description of the Project

The project involves preconstruction services related to the construction of the 10 million gallon a day (MGD) expansion of the existing WTP and improvements at the wastewater treatment plant. Construction work for these projects will follow, if a price proposal is agreed upon by the CITY

2. Project Budget

The preliminary construction estimate for the WTP expansion is \$60 million dollars, which will be developed further in preliminary design efforts. While additional funds will be directed to the WWTP improvements.

3. Schedule

Advertise RFP	December 16, 2022
Pre-Proposal Meeting/Site Visits	Week of January 3, 2023*
Deadline for Questions	5:00 pm CT on January 16, 2023**
Proposals due	January 27, 2023
Interviews	February 1 and 2, 2023
Selection of Finalist	Approximately February 15, 2023
Substantial Completion of Construction	Tentatively As Indicated Below
Wastewater Treatment Plant Improvements	December, 2024
Water Treatment Plant Expansion	April, 2026

*To schedule Pre-Proposal Meeting/Site Visits, please coordinate with Hilary Balzum at contact information provided in the Advertisement.

**Questions shall be submitted to Hilary Balzum at contact information provided in the Advertisement.

4. Qualifications Evaluation Criteria

a. Related Experience on Similar Projects

- i. Recent relevant work consisting of five (5) projects completed within the past five years, or under construction, that most closely resemble this project, including the selected project delivery method (CMAR). Projects shall consist of work at both wastewater treatment plants and water treatment plants, with a preference geared towards projects within the City, neighboring area, and region. Information submitted should include the project name, client, year of completion, value in place, and reference contact. Note the percentage of work self-performed by your COMPANY. If available, please also provide the difference in original contract price and schedule with the final contract price and schedule, indicating percentages that pertain to Owner directed changes.

b. Recent/Current and Projected Workload of the Person or Firm

- i. Evaluate the recent, current, and projected workload of the firm based on the following criteria:
 1. Key personnel availability to perform preconstruction and construction tasks activities and work on the projects, which can be noted in the organization chart noted in the section below.

c. The Ability of Personnel

- i. Evaluate the qualifications of the project team members proposed for the project including a clear definition of their primary responsibility based on the following information:
 1. An organizational chart for all members on the team(s), which may include availability as noted in the previous section b.
 2. Provide the names of employed persons that will be designated as the project manager and superintendent on both projects. Note the person that will serve as point of contact for all matters relating to management of the preconstruction and construction contracts.

3. Brief resumes limited to the key personnel assigned to the project(s).
- d. The Safety Record of the Company
 - i. Evaluate the safety record of the company submitting response:
 1. Submit a 5-year summary of the safety record of Company.
 2. Provide a brief description of the COMPANY's corporate safety program describing safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past three years as noted below.
 - The experience modification rate (EMR) calculated by the National Council of Compensation Insurance or similar rating bureau. The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier, or X-mod. Where this value is greater than the industry average of 1.0, COMPANY may provide mitigating information to explain the reasons for the EMR rating in Appendix B of the proposal (Supporting Financial and Company Documentation).
 - The days-away-from-work injury incidence rate. A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.
 3. The proposal must provide additional information pertaining to factors or events that have the potential to adversely impact the COMPANY's ability to perform its contractual commitments. In the case of a joint venture, both parties must provide requested information. As part of this explanation describe in detail the unfavorable factor or event and provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the COMPANY's ability to perform its contractual commitments. Include the information in Appendix B of the proposal.
 - e. Fees and Expenses
 - i. Provide proposed fees and expenses related to the preconstruction scope of work and the requested overhead and profit percentages proposed on the project construction work as Appendix A of the proposal.
 - f. Bonding and Insurance
 - i. Proof of ability to provide a bond in an amount at least equal to the estimated total construction value of \$80 million, which may be split up into multiple projects at the discretion of the CITY, and and the ability to meet necessary insurance requirements of the State of North Dakota. The surety must be authorized by law to do business in the State of North Dakota and

must have an A.M Best Company Financial Strength Rating (FSR) of A or better. The surety company must also be listed in the U.S. Department of Treasury's Circular 570.

g. Project Approach

- i. Explain the overall project approach including any proposed modifications to the pre-construction phase scope of work, the approach for the construction phase, and final closeout of each project. Highlight innovative solutions to maintain or save schedule and budget in which you have implemented on previous projects that may apply to this project. This can also pertain to a particular workflow, or overall project strategy, as well as the following elements:
 - How the COMPANY will approach the supply chain shortages within this project including membrane suppliers.
 - Cost Estimating: Describe how the COMPANY has developed and managed preconstruction cost estimates, and GMPs to remain within budget.
 - Value analysis: If required in the event that overall project costs exceed available funds, the CMAR shall participate in design modification discussions, specifically to advise constructability and alternate material costs. Describe how the COMPANY will work with engineer to explore cost savings during design and how those savings will be mutually presented to the CITY.
 - Describe how the COMPANY intends to use or coordinate with the design team's BIM model to support an efficient cost estimating process. Provide an approach to utilizing the BIM model from the engineer. If cost model will not be included (4D model) provide your approach to the pre-construction cost model.
 - Describe your COMPANY's approach to the creating and managing the project master schedule.
 - Provide the software or online management portals that your COMPANY prefers to utilize for construction administration activities and note its value to the CITY, including but not limited to the organization of RFI responses, submittals, construction schedule, project progress, etc.
 - Describe the COMPANY's ability to install overall site cameras to provide online video of regular construction progress for 24/7 reference by the project stakeholders.

5. General Proposal Format

The proposal format submitted by each COMPANY shall be formatted to follow the evaluation criteria below. A new section should be provided for each heading criteria in the main body of the proposal.

Limit proposal submissions to 40 pages at 8.5 x 11-inch. When 11 x 17-inch pages sizes are included, they will be treated as two pages.

6. Selection Procedure

Proposals submitted by each COMPANY will be evaluated by the selection committee. The successful proposal will be that which the selection committee judges best overall based upon the Evaluation Criteria listed below. The CITY will only consider proposals that meet satisfactory levels of the criteria, including but not limited to the required minimums. Proposals that do not meet these requirements will not be evaluated. Interviews will be at the discretion of the selection committee. All selection will be in accordance with ND Codified Law 48-01.2.

Evaluation Criteria
Related Experience on Similar Projects in the Region
Recent/Current and Projected Workload of the Person or Firm
The Ability of Personnel
The Safety Record of the Company
Fees and Expenses
Bonding and Insurance
Project Approach

The CITY is not responsible for any costs incurred by respondents to this RFP or for any work performed in connection therein. Late proposals or late modifications will not be considered. Respondents may withdraw their proposals from consideration at any time before the proposal deadline. To do so, the respondent must provide the City Administrator with written notification.

7. Interview Process

COMPANYS that are selected for interviews will be asked to present on how their COMPANY will work collaboratively with the CITY and the engineer to complete the described projects within budget, and what sets them apart from other proposers.

8. Fees

Provide a fee for CMAR preconstruction services that aligns with the scope of work included in Appendix A of this RFP and the proposed overhead and profit fees (separately) based on a percentage of the total construction costs estimated to be \$60 million. In addition, provide typical rate sheets for project personnel. Their rates shall include salaries/hourly raw rates, fringes, autos, taxes, and worker's compensation insurance. General conditions during the construction phase of the project will be based on the contract documents as noted in section 16 of the RFP document will be included in the price of the work agreed upon in the Guaranteed Maximum Price (GMP(s)).

9. Guaranteed Maximum Price

Guaranteed Maximum Prices (GMPs) will be provided to the CITY after the review of the final design and Contract Documents for each work package. The COMPANY will be required to obtain bids and/or quantify costs for all work after receipt of the Issued for Bid Documents associated with each construction work package.

10. Subcontractor Selection Process

Services required from all subcontractors for the Construction Phase of the project will be procured through a public advertisement and competitive bid selection process. The COMPANY shall include a procurement plan (list of work packages and subcontractors), complete all funding, state, and owner advertisements and subcontractor out-reach requirements. The COMPANY shall submit the procurement plan to the CITY and engineer for review. The CITY reserves the right to remove any and all subcontractors from the procurement plan based on either a legal dispute or poor past performance. Subcontractors will be presented in an open book bid format that will be reviewed by the CITY.

11. Self-Performance and Bidding

The COMPANY will be allowed to self-perform construction work but will be required to submit subcontractors bids for those portions of the work they would like to self-perform.

12. Savings on the Guaranteed Maximum Price (GMP)

It is an expectation that the COMPANY will make all effort to find savings within the project during the Preconstruction Phase and explain how savings on the GMP will be accounted for and managed during the entirety of the project. Unused balance of the GMP will be returned to Owner.

13. Obligation to Keep Project Team Intact:

The COMPANY is advised that all COMPANY Key Personnel agreed upon with the Owner shall remain on the Project Team for the duration of the Projects. Key Personnel are committed to the Project. If extraordinary circumstances require a change, the proposed personnel replacement must be submitted in writing to the CITY contact, who saves the right to authorize the change, recognizing that certain circumstances may occur that are beyond the COMPANY's control.

14. Other Insurance Requirements

The Mechanical and Electrical Contractors are required to provide a separate bond for their work which may impact the cost and ability of obtaining a bond. Provide a letter from the Proposer's bond surety and commercial liability carrier stating any known claims, either pending, claimed or completed, in the previous 5 years.

15. Claims and Disputes

By providing a submission, all firms agree to litigation as the method of dispute resolution.

16. Contract Method

Contract terms for preconstruction will be based on the terms of professional services

agreement. Whereas contract terms for all portions of the construction work will be based on the EJCDC Document C-520 , Agreement between Owner and Contractor for Construction Contract (2018); EJCDC Document C-700, Standard General Conditions (2018); and EJCDC Document C-800 Supplementary Conditions (2018) as modified by the CITY. If an agreement is unsuccessful with the first ranked company, the City will start negotiation with the next ranked company, etc.

17. SPECIAL NOTE

This RFP for a CMAR does not obligate the CITY to award a contract or complete the proposed project. The CITY reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected.

The proposer(s) shall have no common ownership or conflict of interest with the engineer involved in the planning and design of the projects.

Responding proposer(s) must include the required information called for in this RFP, the CITY reserves the right to reject a proposal if required information is not provided or is not organized as directed. The CITY also reserves the right to change any provision in this RFP. Nothing in this RFP obligates or commits the CITY to any arrangement regarding the project. All work and contracts to be provided according to the North Dakota Century Code, reference Chapter 48 for clarification.

Appendix - SCOPE OF WORK

CITY OF BISMARCK

Water Treatment Plant – Construction Manager at Risk (CMAR) Preconstruction Services

GENERAL INFORMATION

This scope provides additional details on work that shall be completed by the CMAR prior to the acceptance of any Guaranteed Maximum Price (GMP) proposal(s) and the construction phase of the work. Work that shall be completed by the CMAR prior to the acceptance of the GMP proposal(s) shall herein be referred to as “Preconstruction” within the design phase of the project.

The CMAR will provide the following Preconstruction Phase services:

TASK SERIES 100 – PROJECT MANAGEMENT AND COORDINATION

The proposed scope of work and required deliverables anticipated for this phase of the project include the following:

TASK 101 – CONTRACT ADMINISTRATION

Provide Monthly Status reports and schedules with payment applications. Status reports will describe activities performed during reporting period, anticipated activities during the next period and any problems or anticipated issues that would impact project scope, schedule or budget.

TASK 102 – PROGRESS MEETINGS

Kickoff Meeting

The Kickoff meeting will be hosted by the Engineer in Bismarck (City). CMAR will provide:

- In-person attendance of project manager, superintendent, lead scheduler, and lead estimator
- Provide consultation and recommendations to the City and the Engineer for early procurement on major equipment items and reuse of existing infrastructure
- Provide a deliverables plan and schedule for the proposed construction drawings and specifications; review package requirements suggested by the CMAR and adjust the plan and schedule as agreed upon in the review
- Review and provide comments on the Engineers project schedule

The kick-off meeting will serve to define the project to be continued forward for design and construction. The CMAR shall assist the team in developing the scope of work for the project through experience in the local marketplace, lessons learned from former projects, cost analysis, schedule review, and present options such as quality project alternatives to be held for future construction if the budget allows. At the kick-off meeting the CMAR shall propose the preferred packages of design elements for construction, including the proposal of early-out packages.

Progress Meetings

The CMAR's key personnel will actively participate in bi-weekly project meetings. Meetings are held every two weeks using a hybrid format of in person and virtual. Virtual meetings may occur if agreed upon by both parties. For pricing the CMAR shall assume all in person meetings. The estimated number of progress meetings required is 20.

TASK SERIES 200 – PRECONSTRUCTION SERVICES

The proposed scope of work and required deliverables anticipated for this phase of the project include the following:

TASK 201 – PROJECT SCHEDULE

CMAR will provide review and comments on project design schedule with specific attention to elements that will impact the critical path method (CPM) construction schedule. Risks identified by CMAR will be logged in Risk Register; see Task 205. Provide an initial construction schedule with 30% design cost estimate, identify risks and potential changes to the initial schedule in real time as part of the participation in all design meetings.

CMAR will develop and submit a CPM construction schedule that will be reviewed and finalized as part of the GMP proposal(s).

TASK 202 – COST ANALYSIS

CMAR will develop a work breakdown structure based on the Schedule of Values (SOV) for review prior to the 30% design milestone. The SOV line items shall be equipment group specific, e.g. "install x-inch ductile iron pipe" and categorized by area, e.g. "produced water". The baseline SOV will be utilized as a baseline for all project estimates, GMP(s) and pay application through construction. Reconciliation of the cost estimate will occur at the 30% design milestone with the Engineer's opinion of probable cost.

Develop cost estimates at the 30% and 60% design milestones using design documents furnished by Engineer, and other knowledge of the project. Provide cost comparison tracking between milestone estimates and narrative explanation for each line item in the SOV.

Specific cost consultation on cost-impact design alternatives between milestone estimates is required. CMAR will provide industry-based estimates on material and design style alternatives as directed by Engineer and Owner. Alternatives will be used to provide cost reconciliation between design milestone estimates and keep project within budget.

Prepare and submit a GMP proposal cost estimate based on the 100% design documents furnished by Engineer; see Task 302.

TASK 203 – VALUE ENGINEERING AND CONSTRUCTABILITY REVIEWS

The CMAR will provide value engineering and constructability (VEC) reviews and formally consult on design document clarity and consistency issues on the 30%, and 60% design document packages. CMAR will provide recommendations on design packaging to advance construction, material availability and independent quantity calculations. Propose innovative alternative suggestions (materials, construction methods, testing methods) that bring value to

the project with order of magnitude budget and schedule impacts. Provide written report documenting review comments, value engineer, and constructability comments within three weeks of receipt of design documents. Provide an updated risk register identifying risks associated with design evolution, adjustments in the marketplace, and other relevant risks identified through the process.

Attend VEC workshops 4 weeks after delivery of the design documents at the 30% and 60% design milestones, in person. The intent will be to provide an opportunity for the City and the CMAR to provide input on the proposed design with respect to construction schedule, constructability, material procurement alternatives, and other construction related issues. This review will be documented in a final deliverable for each milestone which will include.

- Comments on the design documents and other known project items
- Updated risk register
- Documentation of schedule impacts
- Cost Estimate and description of changes from any previous estimates

TASK 204 – PERMITS

Engineer/Owner will obtain State Design Approval. CMAR will advise on specific needs from Engineer and Owner for application of permits during preconstruction.

The CMAR shall identify, apply, and obtain all permits required for construction beyond the permits previously noted that will be obtained by the Owner or the Engineer on behalf of the Owner. Include the price of obtaining all permits in the cost estimates during design as well as the GMP to complete construction resulting in a certificate of occupancy of completed, which may include, but may not be limited to the following:

- City of Bismarck Building Department
 - Building
- State of North Dakota
 - Stormwater

TASK 205 – RISK REGISTER

The project risk register will itemize project risks. CMAR will prepare the risk register after the CMAR kick-off meeting and will maintain it throughout the project during preconstruction and construction. The risk register shall both identify and quantify anticipated impacts to project scope, schedule, and budget. The risk register shall be applied to each cost proposal as well as the GMP proposal(s) to define how risk shall be managed, and who they will be managed by through methods such as project contingencies and allowances.

TASK SERIES 300 – GMP SERVICES

The proposed scope of work and required deliverables anticipated for this phase of the project include the following:

TASK 301 – PROCUREMENT PLAN

Develop and implement a Project Procurement Plan which identifies the work packages to be

used to facilitate bids, quotes, and proposals for the major elements of the Work. The Procurement Plan will:

- Describe the procurement process for the selection of construction subcontracts, and quotations for equipment, materials, and membrane design
- Clearly identify and justify any need to implement a prequalification process for subcontractors, vendors and suppliers to meet the estimated project schedule
- Identify subcontract work packages, equipment, and material requests for quotation
- Identify long-lead equipment procurement needs and submit a validation report to Owner indicating how the equipment may be procured without impacts to the critical path schedule
- Clearly identify Work packages that the CMAR intends to self-perform in lieu of accepting multiple competitive bids
- Develop a list of potential bidders, Subcontractors and equipment suppliers

The CMAR shall lead a workshop to review the Procurement Plan with the team and advise the Owner and the Design Engineer of ways to gain efficiency in project delivery and work packages.

TASK 302 – MEMBRANE PROCUREMENT

Conduct bidding process for the selection of a membrane equipment (Ultrafiltration-UF and Reverse Osmosis-RO) provider for the purpose of procuring design services within a submittal process from the membrane provider(s).

- Prepare a bid package for the membrane selection from a design package provided by the Design Engineer.
- Present the bids to the Owner and Design Engineer, to review and compare overall price, exclusions and exemptions, and other risks.
- Select a membrane provider(s) and initiate a contract with the membrane provider(s) for the packaged membrane system design services.
- Execute and manage the contract with the membrane supplier including managing the budget, and deliverable(s).

TASK 303 – GUARANTEED MAXIMUM PRICE

Prepare draft GMP Proposal(s) for the design package(s) based on the Engineers 90 - 100% design submittal, as directed by the Owner, and provide the draft to Owner and Design Engineer at least one week ahead of the scheduled GMP negotiation workshop.

- The GMP shall consist of a detailed SOV format and be open book and follow the previous milestone estimates
 - For all changes in cost, provide narrative reasoning for all changes to the estimate from the previous cost estimate provide at the 60% milestone estimate.
- A detailed CPM construction schedule shall be prepared and included in the GMP proposal(s). This schedule will be reviewed during the negotiation and act as the base schedule for the project
- The GMP(s) shall include unit cost, quantities, and estimation assumptions
 - Attend a GMP negotiation and finalization meeting in person.
- The final approved GMP proposal(s) shall be incorporated into the construction contract including the open book cost estimates, schedules, as well as the list of assumptions and exclusions.

The Contractor will be obligated to construct the Project within the GMP and schedule and propose solutions that will help achieve the goal of staying within the Owner's approved budget.

If the Project cannot be delivered within the allocated budget, the Owner retains the right to cancel the project, reduce the scope, or deliver the Project by other means. Construction of the project will not begin until the construction documents for those work packages are complete.

TASK SERIES 400 – CONSTRUCTION SERVICES

Construction services are not included in the CMAR contract. Owner may negotiate construction services contract with CMAR upon acceptance of GMP.