

# REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGER AT RISK

## THIS IS NOT AN ORDER

ADVERTISED RFP: 1415-145  
PWP# CC-2015-124  
RELEASE DATE: 03/03/15

Project Name: Downtown Carson Street Improvements  
Project Location: Carson City, Nevada

### **CARSON CITY CONTACT PERSON:**

Until the receipt and opening of proposals, the proposers' principal contact with Carson City will be as listed below. All questions are to be submitted in writing; all questions and answers except for the questions that are considered proprietary will be posted. Questions that are considered proprietary by Public Works will only be answered to the proposer who asked the question. Questions will only be received through 5:00 p.m. March 25, 2015.

Kim Belt, CPM  
Carson City Finance Department – Purchasing and Contracts  
201 N. Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137  
e-mail: kbelt@carson.org  
FAX: 775-887-2107

All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other City staff or City officials may be disqualified for doing so.

**ADDENDA** are posted on Carson City's web site <http://www.carson.org/index.aspx?page=998>. It is each Bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

### **RESPONSES TO RFP - DELIVERY DEADLINE**

RFP response packages (8 hard copies and 1 electronic copy (.pdf format on CD) required) from all interested parties will be accepted at City Hall (address above). Packages to be addressed to the attention of Ms. Kim Belt, Purchasing and Contracts Manager, with the project title "Response to CMAR RFP – Downtown Carson Street Improvements" and clearly identifying the name/address of the submitting firm.

**RFP response Due Date: April 1, 2015 at 4:00 p.m. (local time)**

**A Mandatory Pre-Submittal Meeting** will be held at the Carson City Public Works' office located at 3505 Butti Way, Carson City, on **Tuesday, March 25, 2015 at 1:00 P.M.** At this meeting we will discuss the project in further detail and review: scope and expectations for the selected CMAR firm, the submittal requirements, the RFP evaluation process, short listing and cost proposal, the subsequent interview process that will be used to select the successful CMAR firm(s) and the anticipated milestones of the selection, design, and construction process. **As the City and Design Engineer staff will not be able to respond to individual inquiries regarding the project scope outside of this pre-submittal conference, it is required that interested firms send a representative to this pre-submittal meeting.**

### **ARTICLE 1 - INTRODUCTION**

Carson City is seeking a qualified Construction Manager at Risk (CMAR) to provide design phase assistance (pre-construction services) and complete construction services for the Downtown Carson Street Improvements including Third Street Plaza. The estimated construction cost is \$8M and anticipated to start construction in early 2016.

#### **Owner**

Carson City Public Works  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701

#### **Design Engineer**

Lumos & Associates  
800 E College Parkway  
Carson City, NV 89706  
Ph: (775) 883-7077

### **ARTICLE 2 - PROJECT DESCRIPTION AND BACKGROUND**

This project consists of improvements to Carson Street including but not limited to, widening of the sidewalks, narrowing of the surface street, upgrading/replacement of underground utilities, street lighting improvements, textured crosswalks, and an outdoor plaza on Third Street. This project will require sequencing and phasing of the anticipated upgrades and improvements. The design engineer will be working on a suggested sequencing that will be based on keeping the downtown area operational, yet allow for the necessary construction activities to be performed. The City anticipates the necessary sequencing and phasing of the project to complete the construction over a one-year period.

The downtown corridor has been the subject of many public outreach meetings and concept developments starting with the Downtown Envision Plan in 2006. In September of 2014, a public open house was held to present the updated concept plan and discuss various aspects of the planned project. In November of 2014, the Board of Supervisors approved a concept that includes one through lane in each direction, a continuous center turn lane, bikes lanes, wider sidewalks and limited on-street parking. Carson Street improvements will be constructed from Fifth Street to William Street. The Third Street Plaza will be between Carson Street and Curry Street. Another component of the

downtown project would include improvements to Curry Street from Musser to Robinson and include improved parking, improved pedestrian access, and street furniture such as benches, themed lighting, and directional signage. Curry Street is planned to be designed at the same time as Carson Street and Third Street, but constructed at a later date.

### **ARTICLE 3 - SCOPE OF SERVICES**

The scope of the selected CMAR firm's service to include, but is not limited to the following:

#### **Pre-Construction Phase**

- Participate in regularly scheduled design progress meetings with the Design Engineer, the various consultants, and Carson City. The CMAR shall provide ongoing input with respect to constructability, construction costs, material selection, value engineering, and construction means and methods. Assist in consideration of different design/material/life cycle elements.
- Participate in meetings with the Owner and Design Engineer, utility companies, property owners, and local businesses in order to expedite the design/permit process. Provide a prime contact to establish relationships with project stakeholders prior to the construction phase.
- Maintain continuous "open book" communication with Owner and Design Engineer.
- Develop construction phasing and scheduling that will minimize interruptions to existing Businesses and the traveling public. Develop baseline schedules with continuous updates as the design process develops. Schedule shall identify the overall construction period.
- Facilitate long-lead procurement studies and initiate procurement of long-lead items.
- Continuous development of review comments, suggestions, and cost models (estimates) throughout the phases of design.
- Manage the effort of the development of potential bidder's lists and coordination of the input from various subcontractors with regards to each of the items described in the description of work. Assist the City with their goal of using as many local sub-contractors as possible.
- Continuous development of a detailed, open book cost model with updates based on interim submittals for the refinement of the Guaranteed Maximum Price (GMP).

Assuming successful negotiation and execution of a GMP construction contract, the selected CMAR firm will provide the following construction phase services:

#### **Construction Phase**

- Coordinate with the City and other stakeholders as necessary.
- Facilitate, and contribute, to public outreach process.
- Arrange for procurement of materials.
- Schedule and manage construction operations.
- Bid, award (with Owner input) and manage all construction related contracts.
- Provide quality control.
- Bond and insure the construction.

- Address all construction related permitting requirements.
- Provide prevailing wage reporting/accounting.
- Maintain safe work site.
- Closeout documentation (final wage reports, lien releases, O&M manuals, as- built, etc.)
- Self Perform at least 25% of the estimated cost of construction per NRS 338.1692(3)(i).

**Service by Others**

Certain testing/inspection services, design/engineering consultants, property survey (construction staking included in CMAR contract).

The Owner reserves the right to negotiate additional services with the selected firm as it may deem necessary to fulfill the Project’s needs and intent.

**ARTICLE 4 - PROJECT AND RFP TIME SCHEDULE**

NOTE: These dates are tentative and are subject to revision by the owner.

Request for Proposal (RFP) issued	March 3, 2015
Pre-Submittal meeting	March 25, 2015
Request for Proposal due date	April 1, 2015
Anticipated Notification Issued to Short-Listed CMAR firms	April 7, 2015
Anticipated Interviews of Short-Listed CMAR firms	April 15, 2015
Anticipated Notification of selected CMAR firm	April 16, 2015
Anticipated Awards Date	May 7, 2015
Anticipated Design/Construction Initial team meetings	Week of May 18, 2015
Anticipated Beginning of Construction	Early 2016

The estimated schedule for Construction Documents, CMAR GMP Proposal, CMAR Construction Agreements, Construction and Completion for the project will be determined by the Owner, Design Team, and CMAR at the initial team meeting.

**ARTICLE 5 - INTERVIEWS OF SHORT-LISTED CMAR FIRMS**

A detailed scope of work, general conditions, sample contract and fee proposal form will be provided to all short-listed firms prior to the interview. Based on this information, all short-listed firms will include a fee proposal in their interview presentation.

**ARTICLE 6 - REQUEST FOR PROPOSAL SUBMITTAL REQUIREMENTS**

A cover letter shall be included that addresses pertinent general information as deemed appropriate (including the contact person for the applicant along with phone number and e-mail address). The cover letter is EXCLUDED from the page count.

**THE RFP SHALL BE LIMITED TO 25 PAGES**, excluding items noted in each section. The proposal shall be bound, indexed, and contain (in this order) the following information:

1. **Firm Information**

Firm name, business address, year established, type of firm ownership (i.e., single source, joint venture), name and address of parent company, former parent company names, name and contact information for principal personnel, areas of responsibility, and total number of personnel. Include an explanation of whether or not the applicant has an office within Carson City (or the contiguous counties to Carson City in Nevada).

Page count: All items in this section are INCLUDED in the page count limit.

2. **Firm Organizational Chart**

Provide a project-specific organizational chart for both pre-construction and construction phases. Indicate lines of responsibility and/or communication.

Specifically include the CMAR team leader, project manager, estimator, superintendent, schedule coordinator, and relationships between Owner and Engineer. Include narrative on relevant experience and benefit to project.

Page count: All items in this section are INCLUDED in the page count limit.

3. **Key Personnel on this Project**

Provide a resume for each key person that will be assigned to this Project. Include their name and title, project assignment, total years of construction experience, years of experience with CMAR, years of experience with this firm, education including degree(s), year and discipline, active registrations and licenses including the number and State, qualifications, and experience. Describe the specific role performed on each project listed in the resume, highlighting projects of similar size and scope where the person's role was similar to their role on this project. At a minimum provide a resume, qualifications, and experience for the Project Manager, Superintendent, Estimator, and Schedule Coordinator (for both Pre-Construction and Construction phases if different).

Page count: Resume pages are EXCLUDED from the page count and shall be attached as an appendix.

4. **Project Experience in CMAR Method of Delivery.**

Include project name, project description, client references of those who have knowledge of the background, character and technical competence of the applicant (including contact name, address, and telephone), completion date, project budget, type of services provided, and other pertinent information for up to 5 projects.

Page count: All items in this section are INCLUDED in the page count limit.

5. **Project Experience in Projects of Similar Size and Scope (CMAR or Non-CMAR Experience).**

Include project name, project description, client references of those who have knowledge of the background, character and technical competence of the CMAR firm (including contact name, address, and telephone), completion date, project budget, type of services provided, and other pertinent information for up to 5 projects of

similar size and scope, both public and private, including an explanation of the experience the applicant has in assisting in the design of such projects and an explanation of the applicant has in such projects in the State of Nevada.

Page count: All items in this section are INCLUDED in the page count limit.

## 6. **Project Implementation**

- Describe your approach to performing pre-construction services.
- Describe how you would typically involve subcontractors in the Pre-Construction process and obtain subcontractor bids in a CMAR process.
- Describe your approach to performing construction administration/construction management.
- Describe your approach to controlling the project construction budget and schedule.
- Describe your approach to performing quality assurance/quality control during construction.
- Describe your approach to administering a safety program.
- Describe your approach to achieving project close-out (commissioning, punch- list, and warranty work).
- Discuss your approach to change mitigation with subcontractors.
- Discuss your approach to change mitigation pertaining to the GMP contract for additional time, cost, and general conditions.
- Discuss your approach to mitigating adverse weather conditions and the potential costs/delays that might arise due to weather.
- Provide an explanation of what work duties are being completed out of the office within Carson City (or contiguous counties to Carson City in Nevada).

Page count: All items in this section are INCLUDED in the page count limit

## 7. **Litigation & Dispute History**

- List all projects that have had litigation or disputes within the last 5 years
- Have liquidated damages been assessed against your firm? If so, describe when, where, and why.
- Has there been a termination from a contract before completion? If so, describe when, where, and why.
- Has your firm been declared to be in default on any contract (whether bonded or not bonded)?
- Has any type of settlement been paid by your firm or to your firm in excess of \$25,000? If so, describe when, where, and why.
- Has there been a judgment rendered for breach of contract, other than a breach for legitimate cause? If so, describe when, where, and why.
- If a judgment has been entered and a case has been appealed, provide the general facts of the case and the basis of the appeal.

Page count: All items in this section are EXCLUDED from the page count and shall be attached as an appendix.

## 8. **Miscellaneous Submittal Requirements**

- The applicant shall include a copy of his current State of Nevada Certificate of Eligibility.

- The applicant shall include a copy of the Preferential Bidder Statute Affidavit (copy attached).
- The applicant shall include a copy of his current Nevada Contractor's License.
- The applicant shall include the Safety Programs established and the safety records accumulated by the firm.

Page count: All items in this section are EXCLUDED from the page count limit and shall be attached as an appendix.

#### **9. Insurance and Bonding Capacity**

- Submit evidence of the financial capability of your bonding company.
- Is your bonding company listed by the United States Treasury?
- Submit written certification or other appropriate evidence from your bonding company confirming that your firm will have bonding capacity if this project, estimated at the value listed in Article 1 of this Request for Qualifications, is added to your current and anticipated workload.
- Submit evidence that your firm is covered by workers compensation insurance as stipulated by Nevada state law.
- Present evidence of ability to obtain insurance per limits as stipulated below.

##### **The CMAR shall maintain limits no less than:**

- General Liability: \$10,000,000 minimum or the amount customarily carried by CONTRACTOR, whichever is greater, combined single limit per occurrence for bodily injury, personal injury and property damage with an endorsement that shows the \$10,000,000 limit applies solely to this project. General Liability coverage shall specifically apply to the acts and/or omissions of CONTRACTOR and its subcontractors. Moreover, the above General Liability coverage shall be maintained in full force and effect for five (5) years from the date of completion of the project, and shall solely apply to this project.
- Automobile Liability: \$2,000,000 minimum or the amount customarily carried by the CONTRACTOR, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limits may apply. Non-owned and hired automobile liability must be included.
- Workers' Compensation: CONTRACTOR shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.

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#### **10. Drug & Alcohol Policy**

- In order to be eligible to perform work on Carson City (CITY) construction projects all contractors who will work on such projects must have in existence a Drug and Alcohol Policy.

Page count: All items in this section are EXCLUDED from the page count limit

and shall be attached as an appendix.

**ARTICLE 7 - CMAR EVALUATION AND SELECTION CRITERIA**

Evaluations will be based on the information requested and provided in the CMAR's proposal. The defined categories will be evaluated on a percentage score or on a pass/fail basis, as may be applicable. All proposers understand and accept that the weighted selection criteria are both subjective and objective by nature and that the weight factor of each category is intended to define its relative importance. The final ranking of each firm will be based on a combined evaluation of all evaluation criteria. By submitting the proposal, the proposer acknowledges that Carson City has sole and absolute discretion in determining the selection criteria and in evaluating the proposer based on the selection criteria in each category.

**RFP Evaluation/Selection Criteria and Weighting**

- |  |           |
|--|-----------|
| 1. CMAR Projects managed by the applicant in the State of Nevada.  | 20 points |
| 2. Project Experience with projects of similar size and scope.   | 20 points |
| 3. Professional Qualifications and experience of the applicant personnel, including the resume of any employee who will be managing the pre-construction and construction of the work.   | 20 points |
| 4. The proposed implementation plan of the applicant to manage the pre-construction and construction of the work which sets forth the ability of the applicant to provide pre-construction services and to construct the work. | 25 points |
| 5. Whether or not the applicant has an office within Carson City (or the contiguous counties to Carson City in Nevada).  | 5 points  |
| 6. Overall Evaluation of the applicant and its perceived ability to provide the required services.   | 5 points  |
| 7. The evidence that the applicant holds a Certificate of Eligibility for Preferential Bidders status per NRS 338.   | 5 points  |

**Total Possible Points**

**100  
points**

**Items 8 thru 12 are Pass/Fail**

8. Statement of whether the applicant has been found liable for breach of contract with respect to a previous project, other than breach for legitimate cause, during the five years preceding the date of the advertisement for this proposal pursuant to NRS 338.1692. (NRS 338.1691)
9. Statement of whether the applicant has been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475, or 408.333. (NRS 338.1691)
10. The evidence of the ability of the applicant to obtain the necessary bonding for the work as defined in the RFP.
11. The evidence of the ability of the applicant to obtain the necessary insurance for the work as defined in the RFP.
12. The evidence that the applicant is licensed as a contractor pursuant to chapter 624 of NRS. (NRS 338.1691)



Note: If an applicant has a “Fail” on any of the above “Pass/Fail” criteria, their proposal will be rejected.

After review of all proposals by the selection committee, a short-list will be developed based on the number of proposals received. Short-listed firms only will be asked to review pre-construction and construction agreements and general conditions of the contract for comments and preparation of the fee proposal form. Once interviews are conducted, the selection committee will base its decision on a scoring matrix derived from the interviews which will included the fee proposal.

The official award will be at the Board of Supervisors meeting. The Boards’ decision will be final.

### **RIGHT TO REJECT PROPOSALS:**

Submission of proposal indicates acceptance by the Consulting Firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between Carson City and the Consulting Firm selected.

Carson City reserves the right to reject any or all proposals and to award to the proposer the City deems most qualified and whose award of the contract will accrue to the best interests of the City.

**Late proposals will not be accepted.** Prospective proposers are held responsible that their proposals arrive at the Carson City Finance Department - Purchasing & Contracts on or before the designated time and date.

### **WITHDRAWAL OF PROPOSALS:**

Requests to withdraw proposals received after the time and date set for opening and acknowledging proposals will not be considered.

### **CONTRACT TERMINATION:**

Carson City reserves the right to terminate the contract if the Consultant does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited, to the following:

- Failure to provide sufficient personnel as identified in the RFP.
- Failure to provide the principal Team as submitted.

- Substitution of the Team or other identified personnel without prior approval of Carson City.

**OBJECTION BY UNSUCCESSFUL PROPOSER:**

Any unsuccessful Proposer may file an objection to the City regarding the selection of the City Review and Selection Committee by following the procedure outlined in the Paragraph below. Information on the results of the Committee's evaluation may be obtained on <http://www.carson.org/Index.aspx?page=998> and will be faxed to each respondent.

Any objection shall be written and submitted to the Finance Department before the recommendation shall be scheduled to be heard by the Board of Supervisors. The objection will be placed on the next available Board of Supervisors meeting agenda.

**\* \* \* END OF DOCUMENT \* \* \***

## Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, \_\_\_\_\_, on behalf of the Contractor,  
\_\_\_\_\_, swear and affirm that in order to be in compliance with  
NRS 338.XXX\* and be eligible to receive a preference in bidding on Project  
No. \_\_\_\_\_, Project Name \_\_\_\_\_, certify that the following  
requirement will be adhered to, documented and attained on completion of the contract. Upon  
submission of this affidavit on behalf of \_\_\_\_\_, I recognize and accept  
that failure to comply with any requirements is a material breach of the contract and entitles the  
City to damages. In addition, the Contractor may lose their preference designation and/or lose  
their ability to bid on public works for one year, pursuant to NRS 338. XXX\*:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the construction professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure at least 25 percent of the material suppliers used for the public work are located in Nevada and;
5. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

**\*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 144 on April 27, 2011, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project . These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

State of \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

\_\_\_\_\_  
Notary Signature STAMP AND SEAL