

**YELLOWSTONE COUNTY**

**REQUEST FOR PROPOSALS FOR  
GENERAL CONTRACTOR/CONSTRUCTION MANAGER SERVICES FOR  
ALTERNATIVE PROJECT DELIVERY FOR THE  
YELLOWSTONE COUNTY DETENTION FACILITY ADDITION/REMODEL**

**November 2016**

**REQUEST FOR PROPOSALS FOR  
GENERAL CONTRACTOR/CONSTRUCTION MANAGER SELECTION  
FOR THE YELLOWSTONE COUNTY DETENTION FACILITY ADDITION/REMODEL  
BILLINGS, MONTANA**

The Commissioners of Yellowstone County, Montana approved funding for the design, construction and renovation of the Yellowstone County Detention Facility (YCDF). The Commissioners of Yellowstone County, Montana, (the "County"), require 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:

**Yellowstone County Detention Facility Addition/Remodel  
3165 King Avenue East, Billings, Montana**

It is the Commissioners desire to engage a qualified GC/CM firm to work with the County and the selected Architectural firm for the performance of this project. The County has selected Schutz Foss Architects as the Design Firm for the project. The Architects have completed design development documents, which can be viewed at the following website:

<https://schutzfoss.sharefile.com/d-s5d391f6a761448da>

Time is of the essence, as the project shall be fully complete and ready for occupancy by no later than the spring of 2018.

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 County to make a single award for these services specific to this RFP.

The entire context of this RFP for GC/CM services can be found on the County's website at the following link: <http://www.co.yellowstone.mt.gov/> and are also available at Yellowstone County Commission offices located at 217 North 27<sup>th</sup> Street, Billings, Montana.

The County is requesting proposals from qualified business firms, corporations, joint ventures, partnerships, or individuals (Respondent) dealing in Commercial General Construction for the subject project located in Billings, MT and which responded to and were qualified through the RFQ process. Those candidates that meet 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.

**SUBMITTAL OF INFORMATION:**

Eight (8) hard copies and 1 electronic copy of the written response to this RFP must follow submittal instructions, must be placed in a separate sealed package, clearly marked RFP, and be received at:

Board of County Commissioners  
Room 403  
217 N. 27<sup>th</sup> Street  
Billings, MT 59101.

NOTE: CAREFULLY READ SUBMITTAL INSTRUCTIONS. The separate sealed RFQ and RFP responses will be placed together in a single sealed package

All questions and contact regarding this RFP must be submitted in writing (Email/facsimile is acceptable) to:

Purchasing Department  
Yellowstone County Courthouse  
Attention: James Matteson  
217 North 27<sup>th</sup> Street  
Room 404  
Billings, MT 59101  
[jmatteson@co.yellowstone.mt.gov](mailto:jmatteson@co.yellowstone.mt.gov)  
Facsimile: 406-254-7929

To be considered for this Work, all RFP's must be received and date stamped no later than December 2, 2016 @ 5:00PM MST at the above address. Late submittals will not be considered.

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 offeror. The County is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract. All materials submitted become the property of the County.

**GENERAL REQUIREMENTS FOR GC/CM SERVICES:**

**SCOPE OF PRECONSTRUCTION SERVICES**

Each GC/CM firm invited to respond to the RFP shall propose a maximum Pre-Construction 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 County 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 County 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 Owner 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 Owner 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 Owner 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 Owner'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 Owner's/Architects review, unless otherwise approved by Owner 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 Owner's budget. The established GMP will be the maximum amount paid for the entire work, unless scope changes are requested by the Owner. 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 in total of the cost of the work progressively. 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 Owner 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 RFQ 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-ls148.pdf?ver=2016-01-13-091253-813>

#### **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 Respondent is encouraged to provide their best possible pricing initially as Final Proposal Revisions may not be requested.

The GC/CM shall submit all required information by the response date of this RFP request. 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 all of significant importance.

RFP's provided by qualified firms, as adjudged by the selection committee, will be reviewed, and the top four (4) as scored, specific to project approach and price, will have the opportunity to make a formal presentation (interview) to the County Selection Committee.

#### **PROJECT APPROACH (Scored from a total of 100 points)**

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

1. A description of your project management approach to meet the needs of the project. Provide input concerning your proposed project managers duties, responsibilities and time allotted to the project;
2. A description of your project supervisory approach to meet the needs of the project. Provide input concerning your proposed supervisor(s) duties, responsibilities and time allotted to the project;
3. Your past experience and ability to work with the selected A/E firm during the design, budgeting and construction phase;
4. List and describe what you consider the most critical components of providing construction services adjacent to and within an occupied detention facility.

5. Provide a list of county detention centers and state correctional facilities, currently under construction, or completed, in the last five years. Provide the following information for each: Project name, Owners name, project location, current Owner contact with phone number and email address, size of project (SF), construction cost of project, and the name and contact information for the Architect of the project.
6. Outline and describe your company's specific procedures regarding safety and security while working in an occupied detention facility.
7. Describe your plan to encourage local participation in subcontracting, suppliers and the local labor pool. Provide a detailed description of work normally performed by your own forces, and provide a detailed description of work normally subcontracted to other firm or companies. Discuss your subcontracting plan and thoughts on engaging services of local firms as well as your prequalification process for 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 conjunction with the Owner, Architect, and Engineers, as appropriate. In conjunction with the Owner, Architect and Engineers input, subcontracts may be awarded to qualified subcontractors on a low cost or best value basis.
8. The Owner will assign several pre-selected, proprietary subs such as Kenco(cameras) , Sierra Detention(security controls, intercoms), Telnet(fiber installation), Fire Alarm(MT Wyo Systems) and ATS(HVAC Controls). Because of this possible bidding situation, how is the GC/CM going to assure the Owner is not getting a low competitive bid on each of these systems. Does the GC/CM have enough experience in this building type to know if these are fair numbers and what is your strategy for checking bid to value?
9. Proposed Project Schedule: The Respondent shall demonstrate their proposed approach, including a progress schedule in a time scaled bar graph format. The horizontal axis shall be scaled for time beginning with the Notice to Proceed and concluding with contract completion. All schedule items shall show start and completion dates and 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 March 2017, and with completion no later than spring of 2018.

**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 \$13,000,000. 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 Owner", "Cost of the Work" and/or "Not Required" (for this project), 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 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 Owner-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 Owner-directed changes in the Work.
- f. Owner's analysis of fees and costs (Cost Comparison): The ECoW (\$13,000,000) 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 may score this portion of the RFP)*

Cost comparison = (\$13,000,000 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 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)**

The top 4 highest scored respondents on project approach and pricing will have the opportunity to interview with the County 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 60 minutes with a 10 minutes transition time between firms. At a minimum, the GC/CM's proposed project manager, pre-construction services estimator, and construction superintendent(s) must be present at the interview.

**PROJECTED COST RANGE:** The estimated cost for direct construction is \$13,000,000. 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 in total of the cost of the work progressively. The County will require the successful GC/CM(s) to provide a performance and payment bond 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 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 County 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 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 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 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

**F. Owners & 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 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. 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 information reasonably legible.
4. Include a proposed project schedule, and which does not count toward the page limit.
5. 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**

**CONSTRUCTION OF THE YCDF**

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 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 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).

<b>100</b>	<b>Personnel/Organization</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>GMC</b>
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	Other				
12	Other				
13	Other				
	Subtotal				

Request for Proposals for GC/CM Services  
Yellowstone County Detention Facility Addition/Remodel  
Billings, Montana

<b>200</b>	<b>All Office (Home &amp; Field) Supplies and Expenses</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>GMC</b>
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				
<b>300</b>	<b>Field Office Rental</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>GMC</b>
1	Rent				
2	Transport, Set-Up and Dismantle				
3	Power				
4	Water				
5	Maintenance/Janitorial				
6	Heat				
7	Phone/Data				
8	Toilet facilities				
	Subtotal				
<b>400</b>	<b>Professional Services</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>GMC</b>
1	Design/Engineering				
2	Data Processing				
3	Consulting Fees and Expenses				
4	Legal Expense				
5	Project Scheduling				
8	Other				
9	Other				
	Subtotal				

Request for Proposals for GC/CM Services  
Yellowstone County Detention Facility Addition/Remodel  
Billings, Montana

<b>500</b>	<b>Project Transportation/Travel</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>GMC</b>
1	General Automotive				
2	Trucks including fuel and automobile liability insurance				
3	On-site transports				
4	Other				
5	Other				
6	Other				
7	Other				
8	Other				
	Subtotal				
<b>600</b>	<b>Miscellaneous Expenses</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>GMC</b>
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)				
12	Safety/First Aid				
13	Continuous Clean-up				
14	Rubbish Removal				
15	Final Clean-up				
16	Punch List				
17	Temporary Protection				
18	Site Fencing				
19	Other				
20	Other				
	Subtotal				
<b>Total Guaranteed Maximum Cost for Reimbursables</b>					

- END OF THIS REQUEST FOR PROPOSAL -