



**STAGE 1 - REQUEST FOR STATEMENT OF
QUALIFICATIONS
TO PROVIDE CONSTRUCTION MANAGER AT
RISK SERVICES**

FOR

The Construction

OF THE

New Public Works Campus

REQUESTED BY

South Salt Lake City

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1. PREAMBLE

South Salt Lake City (City) intends to select a Construction Manager at Risk (CMR) to provide services for the construction of the new Public Works Campus. The CMR will be considered a professional construction manager at risk as well as the General Contractor for all services described in the Agreement.

This will be a two Stage selection process. Stage 1 includes submission and review of qualifications from interested firms. Based on that review firms will be shortlisted by the City's selection committee. Stage 2 will include submission of management plans, proposed fees and interviews of the shortlisted firms at the discretion of the City. Participation in the Stage 2 of this multiple-stage procurement process will be limited to qualified contractors based on the results of this RFQ process.

The schedule for selection is as follows:

- RFQ Issued December 08, 2023
- Stage 1 Pre-qualification Meeting December 14, 2023 @ 11:00 AM
MT (City offices)
- End of Questions December 15, 2023 @ 5:00 PM MT
- Issue Addendum December 20, 2023
- Stage 1 Submission Due January 5, 2024 @ 2:00 PM MT
- Notice of Shortlist January 12, 2024

The CMR and the AOR (Architect of Record) will be selected separately.

Participation in this project will not preclude the CMR from other work with South Salt Lake City during the design and construction of the new Public Works Campus.

The project will be based on Project Definition Documents which will include, but not necessarily be limited to, the Design Guidelines and Imperatives documents (DGL&I), Design Development Documents and Construction Documents.

The CITY and the CR have structured two (2) collaborative Workshops to assist the AOR in implementing the DGL&I. The CMR will be required to participate in the Workshops and provide its input regarding costs, construction methods, schedule phasing, etc. The Workshops have been structured to create a bridge between the DGL&I, the schematic design, design development and the construction documents that communicate to the CMR the scope of the Work.

All Workshops are structured to be collaborative. Workshop activities will be held at the CITY Administration building or at the AOR's office. The meetings will include discussion of the DGL&I and design documentation. Firm members should come prepared to work in a collaborative design charrette environment with all the tools and resources needed to accomplish the Work.

The CMR will be expected to apply its best knowledge and expertise to represent the interests of the City in pre-construction/design collaboration, procurement, construction, and project closeout activities.

To the extent they fall within a Guaranteed Maximum Price (GMP) the CMR will:

1. Receive a fixed fee for providing Construction Management Services for:
 - a. Preconstruction
 - b. Construction
 - c. Project Closeout
2. Be reimbursed for:
 - a. General conditions construction costs
 - b. Subcontract costs
3. **Be eligible to participate in Shared Savings**, if the City establishes a Shared Savings program.
4. Be responsible for subcontracting and self-performance of work
 - a. The CMR will work vigorously to attract the most qualified and specialized subcontractors for the Work. The CMR will competitively bid the project or portions of work. The award of work will go to the lowest qualified bidder. The CMR may perform incidental work but will not be allowed to do major permanent construction work with its own forces unless:
 - i. There are acceptable reason(s) identified and agreed to by the City at the time of negotiations of the contract.
 - ii. Work identified by the CMR as work they would like to self-perform will be handled as follows: The CMR will prepare an at-risk bid, that fits within the "Fixed Limit of Construction Cost" (FLCC) budget line item and will be considered the CMR's bid. This bid shall be submitted to the City and the CR a minimum of 48 hours prior to the subcontractor bid opening. If the CMR's at risk bid proposal is the lowest responsible/responsive bid at the time of the bid opening, then the CMR shall be awarded the work scope. If it is not the lowest responsive/responsible bid the CMR will not perform the work and the lowest responsive and responsible bidder shall be awarded the work.

The CMR, in collaboration with the City and the CR (City Representative), will determine the appropriate selection methods.

The CMR will receive a markup on change orders that increase the FLCC or the “Guaranteed Maximum Price” (GMP) to the extent not due to the fault of the CMR. Owner to discuss and determine markup (%) amount with CMR during Stage 2 interviews.

By executing the CMR Agreement, the CMR represents its belief that the requirements of the project can be met within the FLCC and that, with the cooperation of the City, CR and AOR, they will provide a GMP within the FLCC.

The CMR will provide constructability reviews and recommendations regarding scheduling, phasing, construction materials, value engineering ideas, constructability, etc. throughout the process. Formal constructability reviews, formal cost estimates and Value Engineering will be performed at the completion of the Schematic Design, Design Development and 75% Construction documents.

The CMR will be allowed to bid the majority of the subcontracts before signing the GMP. If it appears that the GMP will to be in danger of exceeding the FLCC, the CMR must suggest scope reductions to the City, CR and AOR including material substitutions or other approaches to meet the FLCC and will not be entitled to an additional fee to make these changes.

The CMR will be required to provide and maintain a comprehensive schedule for design and construction of the project.

The CMR must submit a complete schedule of construction to the City, CR and AOR within 30 days prior to the GMP.

The CMR shall include an adequate “construction” contingency within the FLCC and GMP. Any unused contingency will be returned to the City and will not be payable to the CMR, unless otherwise negotiated through a shared savings approach that would be negotiated as part of the contract.

For example, the CMR agreement could include a 30% shared savings clause for all savings achieved below the FLCC/GMP. There will be no shared saving for savings achieved or identified above the FLCC. If savings are achieved that begin above the FLCC and reduce the cost of the work to be below the FLCC, that portion of the saving below the FLCC shall be eligible for shared savings. In order for the recommended savings to be acceptable to the City it must be equal in quality to that which is being removed. The City, CR and AOR shall be the judges of the quality and the change in material. These savings will be determined at the end of the project as a result of all costs incurred.

2. DEFINITIONS

Architectural Services: Professional technical services provided by a licensed architect in the State of Utah and other consultants under the architect's agreement including, but not necessarily limited to, implementation of Design Guidelines and Imperatives (DGL&I), engineering, coordination of engineers/consultants, shop drawing review and construction administration services.

Architect of Record(AOR): The entity selected to provide the Architectural Services required for this Project.

Construction Management at Risk Services: Management services provided by the CMR under the Agreement include, but are not necessarily limited to, collaborating with AOR, constructability evaluations, cost control, schedule control, procurement of subcontracts, cost accounting and billing, General Conditions/General Requirements, construction quality assurance/quality control, implementation and management of a safety program, review and submission of shop drawings, supervision, facilitation of testing and inspection of construction, facilitation of commissioning, and regular reporting of the status of the project to the City and City Representative (CR).

Design Development Documents – Documents that will be developed by the architect following the programing and workshop phases of the work. These documents will be priced at their completion and must be in budget before the AOR and the team will be given approval to proceed to Construction Documents Phase of the project.

Design Guidelines and Imperatives (DGL&I) – These documents developed by the CR describe the values, goals and objectives of the City. These documents, along with the scope documents, will be used as the basis for the development of the project documents and ultimately the GMP.

Fixed Limit of Construction Cost (FLCC): The amount of the money committed by the City to complete the construction project identified in the DGL&I. The FLCC includes the CMR's preconstruction fee, general conditions construction, CMR Fixed Fee and CMR's contingency. The FLCC is \$30,410,000. It is the responsibility of the Design team to design and the CMR to construct a facility that is equal to or less than the FLCC. The FLCC can only be increased by the City's approval of a contract change.

Guaranteed Maximum Price (GMP): The GMP is the total cost of the project as defined by construction drawings and specifications produced by the AOR. The GMP includes, but is not necessarily limited to, all items included within the FLCC, the CMR's Fixed Fee, General Conditions Construction, General Requirements, cost of subcontracts and the CMR's Contingency.

Lump Sum Fixed Fee: A specified total amount identified in an agreement to be paid by the City for services provided by a contractor, architect, subcontractor, consultant, etc.

City Representative (CR): The Authorized representatives appointed by the CITY that developed the Guiding Principles, the Design Guidelines and Imperatives and the Program Documents. The CR will provide staff support to the CITY during the AOR assignment and throughout the life of the project.

Project: The Design and Construction of the new South Salt Lake Public Works Campus.

Shared Savings – The CMR will be eligible to receive a portion of the savings generated within the FLCC should the City develop a Shared Savings program.

South Salt Lake City (City): The government body charged with the ownership, control and responsibility for the operation, and maintenance of the new Public Works Campus.

Sub-consultant: An entity that contracts with the AOR or another sub-consultant of the Designer’s sub-consultant for the Project.

Work: Services provided by the CMR and its Subcontractors including labor, materials, and equipment to fulfill its obligations under the Agreement and to deliver the Project.

Value Engineering – Value engineering is an organized effort directed at analyzing building features, systems, equipment and materials selection for the purpose of achieving essential functions at the lowest initial life cycle cost consistent with required performance, quality, reliability and safety.

3. PROJECT DESCRIPTION

3.1 General Project Description

The Project consists of the phased demolition of existing buildings and site elements and the phased construction of the new Public Works Campus. The design will be based on Project Definition Documents known as the Design Guidelines and Imperatives (DGL&I) that will be issued with the Request for Proposals to the short-listed teams.

3.2 Project Design Guidelines and Imperatives

More detailed information is contained in the DGL&I that will be made available to all short-listed parties.

3.3 Project Budget and FLCC

The City has allocated a Fixed Limit of Construction Cost (FLCC) for this Project. The FLCC includes CMR Fee, General Conditions Construction and all other costs associated with building this project.

3.4 Proposed Form of Agreement

The City has developed a draft Agreement for Construction Management Services that establishes the terms and conditions for executing the Work. This document will be distributed to the Short-listed CMR teams.

4. PRE-QUALIFICATION MEETING

4.1 Pre-Qualification Meeting

The City will hold a non – mandatory pre-qualification meeting for CMR firms to discuss the vision of the Public Works Campus. This meeting will be held as noted in the schedule above. Minutes for the meeting will be distributed as an addendum to this Request for Statement of Qualifications to those who attend this meeting.

5. PORTFOLIO OF QUALIFICATIONS

5.1 Required Information

The Statement of Qualifications must contain the following information:

DESCRIPTION	POINTS	Max Number of Pages
Letter of Introduction	0	1
CMR General Info	5	2
Teams Current Commitments	10	1
Firm Expertise	30	5
Key Personnel/Resumes	30	10
Key Personnel Matrix	15	1
References	10	2
TOTAL	100	22

5.1.1 CMR General Information

Identification: Firm name, telephone, and addresses of offices from which the Work will be managed. List cities where firms have permanent offices.

Contact Information: Designate a single person who the City/CR will contact regarding the evaluation of your team’s qualifications. Provide physical mailing address, telephone, facsimile numbers, and e-mail address.

5.1.2 Teams Current Commitments

Provide a breakdown of the current and anticipated backlog for 2024 through 2027. Information should identify project name, location, total contract amount, percent complete and remaining work to be placed. Please identify how this backlog and current commitments of personnel will affect the key personal identified for this project. Please indicate the effect on the project manager for preconstruction, and construction. Provide an impact chart that identifies projects and the impact on key individuals that will be assigned to this project.

5.1.3 Firm Expertise

Please provide your most recent experience on five public or civic projects that have been completed. In addition, please provide for each project the following information:

- Project Budget – final cost of the project and if there is a significant difference between the initial budget and the final cost please explain;
- Project Schedule – final delivery date and if there is a significant difference in the initial delivery date and the final delivery date please explain;
- AOR contact name, phone number, email and address for the person who was responsible for the project to the client;

Provide firm information that describes your organization as it relates to production, longevity, culture, management structure, service history, self-performed work, and firm philosophy. Please relate it to:

1. City or Government Center facilities
2. Public or Civic projects
3. Corporate headquarter projects
4. Site and site infrastructure projects.

5.1.4 Key Personnel Expertise/Resumes

Provide information on key personnel that includes the pre-construction and construction manager and others responsible for the work.

Describe their expertise as it relates to specialized knowledge, experience and technical ability. The information on key personnel should illustrate the ability to execute consistent, sensitive, thorough integration of modern systems into the work. Please relate this information to:

5. City or Government Center facilities
6. Public or Civic projects
7. Corporate headquarter projects

8. Site and site infrastructure projects.

5.1.5 Project / Key Personnel Experience Matrix

Please provide in addition to project information a matrix that identifies the relationship between the Key Personnel with the specific projects listed above. The City is interested in ascertaining the experience of the Key Personnel as it relates to the firm's specific project experience that has been submitted within the portfolio.

5.1.6 References

Provide references for the firm and key personnel. Provide a reference for each project listed. Include client name, current phone number and responsibility/roll of the reference on the project.

5.2 Statement of Qualifications Requirements

5.2.1 The Portfolio of Qualifications must take the form of an 8-1/2-inch by 11-inch portfolio, bound along the 11-inch side. Portfolios may have sheets printed on two sides. Smallest typeface shall be not less than 11 points.

5.2.2 Portfolios will not be returned; all information provided therein will be the property of the City and subject to the public document rule of the state of Utah.

5.3 Deadline for Submissions

5.3.1 Statements of Qualifications must be uploaded in pdf format to the SciQuest/U3P and received by the date and time noted in the schedule above. Portfolios received after that time will not be accepted.

5.3.3 The City reserves the right to reject any and all portfolios for any reason deemed to be in the best interest of the City. CMRs responding to this RFQ do so at their own risk. The City is not responsible for reimbursing the CMR for any expenses associated with the development of their response to this solicitation regardless of outcome.

6. SELECTION PROCESS AND CRITERIA

6.1 Selection Committee

The City will appoint a Selection Committee, consisting of existing team members from the City and the CR. This Committee will be responsible for reviewing submissions and selecting the construction management firms to be shortlisted to submit detailed proposals for this Project.

6.2 Selection

The Selection Committee will shortlist CMR firms to proceed to Stage 2 Request for Proposals and notify them per the schedule above. All CMR firms responding to this Request for Qualifications will be notified of this action by email.

7. QUESTIONS AND CLARIFICATIONS

Questions should be entered on U3P by date. No responses will be made to questions received after the date and time noted for “End of Questions” per the schedule above.

Any communication with any member of the Selection Committee regarding the selection of the CMR, during the qualification and proposal phases of the selection process, is strongly cautioned and may result in disqualification from the selection process.

The City reserves the right to cancel or reject all submittals at any time and for any reason as determined by the selection chairman. All costs associated with the development and submission of the Request for Statement of Qualifications submittal is the sole responsibility of the submitting team.