Ivins City Staff Report
City Council Meeting 11/17/2016

Agenda Item: Approval of expenditure for construction of Kayenta Debris Basins

Submitted by: Thomas J. Jorgensen, P.E., Assistant Public Works Director

Recommended City Council Action:
Approve expenditure of $736,970.10 for construction of Kayenta Debris Basins plus an additional $36,850 for contingency for a total of $773,820.10.

BACKGROUND:
In 2014, two major storm events caused severe flooding in the Coyote Gulch Wash, resulting in major property damage. Ivins City requested assistance and has received Emergency Watershed Program (EWP) funding from the Natural Resources Conservation Service (NRCS) to construct debris basins on the Coyote Gulch Wash. The project consists of two basins to help alleviate future flooding within this drainage basin.

The NRCS will reimburse 75% of total construction costs up to $937,500. Ivins City must pay for the remaining 25% of construction costs, however, it may be possible to obtain donations such as rock or fill material that may count as the City match to reduce actual cash contributions.

Jones and DeMille Engineering, with assistance from staff, submitted a request for proposals (RFP) for construction services. Five proposals were received and scored according to the process outlined in the RFP. This process had two components, the project approach and bid price. The project approach from each contractor was given a score based on different criteria related to their submitted narrative and experience. How well the contractor scored adjusted their bid price, producing an "Adjusted Bid Price". The scoring was conducted by a panel that included Staff and individuals from Jones and DeMille Engineering. Additional details are identified in the attached RFP.

FINDINGS AND ANALYSIS:
The following bids were received:

	Total Score	Bid Price	Adjusted Bid Price
JP Excavating	93	$736,970.10	$271,970.10
Feller	81	$736,782.55	$364,282.55
Leavitt	74.5	$799,703.00	$399,703.00
Schmidt	80	$825,272.55	$420,272.55
PCI	57.5	$1,101,240.16	$813,740.16

The apparent low bidder for the project according to the adjusted bid prices was JP Excavating. Their bid price was $736,970.10. This bid is based on 60% design plans and unit prices for anticipated bid items, therefore, the total cost of project will be different than what was bid. Staff requests that the Council approve the expenditure of $773,820.10 to include a contingency for potential change orders for construction. If project costs exceed this amount Staff will approach Council with an updated request for expenditure.

SUPPORT MATERIALS:
- Bid Scoring Sheet
- Request for Proposals

FINANCIAL IMPACT:
GL 53-42-878: $$773,820.10 for Construction – Reimbursable by NRCS @ 75%, will receive credit for providing a source of clay which may reduce or eliminate cash outlay.

Respectfully Submitted:

Thomas J. Jorgensen, P.E., Assistant Public Works Director

Content Review:

Dale Coulam, City Manager

	Project Approach Proposal									Price Proposal						
	Cover Letter	General Project Approach	Project Management	Design Assistance	Schedule Narrative	Required Experience	Proposal Requirements	Total		Preconstruction Price	Construction Price	Bonding	Adden/Clarif Acknow	Total		Adjsuted Proposal Price
Contractor	P/F	0-40	0-25	0-20	0-15	P/F	P/F			$	$	P/F	P/F			
Leavitt	P	33.5	20.5	14.5	11.5	P	P	80		$ 2,500.00	$ 797,203.00	P	P	$ 799,703.00		$ 399,703.00
Feller	P	30	20	14.5	10	P	P	74.5		$ 2,000.00	$ 734,782.55	P	P	$ 736,782.55		$ 364,282.55
PCI	P	25	13	10.5	9	P	P	57.5		$ 4,872.00	$ 1,096,368.16	P	P	$ 1,101,240.16		$ 813,740.16
JP Excavating	P	35.5	24.5	19	14	P	P	93		$ 4,000.00	$ 732,970.10	P	P	$ 736,970.10		$ 271,970.10
Schmidt	P	31.5	19	16.5	14	P	P	81		$ -	$ 825,272.55	P	P	$ 825,272.55		$ 420,272.55

Ivins City

REQUEST FOR PROPOSALS

Kayenta Debris Basins

Contractor Provided
Design Assistance and Construction Services

Issue Date:
October 28, 2016

Schedule (subject to change)	
Issue Request for Proposals (RFP)	October 28, 2016
Requests for Clarifications (not later than)	November 9, 2016
Addendum to RFP (if needed, not later than)	November 10, 2016
Proposals Due	**November 15, 2016 , 5:00 PM**
Best Value Determination Announced	November 18, 2016
Notice to Proceed (Design Assistance Portion)	November 21, 2016
Notice to Proceed (Construction)	December 9, 2016
Substantial Completion	April 7, 2017
Final Completion	April 24, 2017

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CHAPTER 1 INTRODUCTION

1.1 INTRODUCTION

Ivins City, hereinafter referred to as the OWNER, is seeking a CONTRACTOR to perform services for the Kayenta Debris Basins, Emergency Watershed Protection project (PROJECT). This REQUEST FOR PROPOSALS (RFP) invites all qualified CONTRACTORS to submit PROPOSALS on the project described in this RFP. PROPOSALS will only be accepted from CONTRACTORS that meet the minimum requirements set forth in the RFP.

The CONTRACTOR'S services will be divided into two phases. The PRECONSTRUCTION PHASE will consist of all preconstruction services. During this phase, the CONTRACTOR will assist the OWNER and ENGINEER with final design services including analyzing and providing guidance on project and segment phasing, scheduling, material availability, constructability, cost reduction, enhanced value, and reduction of plans and design effort. The ENGINEER will be responsible for development of plans and specifications. At the time this RFP will be advertised, the PROJECT will be approximately 60% designed. The CONSTRUCTION PHASE will consist of construction services. After successful negotiations of the final prices for all items included in the applicable segment, the CONTRACTOR will construct the project in accordance with the PROJECT's Drawings and Specifications. Specifications are not complete and will be discussed with the CONTRACTOR during the design phase. Work tasks associated with the PRECONSTRUCTION PHASE and the CONSTRUCTION PHASE are further defined in this RFP.

It is the intent of this CONTRACT to employ CONTRACTOR participation in the final design in order to improve constructability, materials availability, and plan set preparation, as well as a reduction in project delivery time and cost. Additionally, it is the intention of the OWNER that involving the CONTRACTOR in reviews and input during the PRECONSTRUCTION PHASE will minimize change orders and conflict during the CONSTRUCTION PHASE.

The successful CONTRACTOR will be selected based on price (preconstruction and construction) as well as other factors described in this RFP. Unit prices will not be adjusted after the contract is awarded.

CHAPTER 2 ABBREVIATIONS AND DEFINITIONS

2.1 ABBREVIATIONS

FCP – Final Construction Price
GUP – Guaranteed Unit Prices
NUP – Negotiated Unit Prices
RFC – Release for Construction
RFP – Request for PROPOSALs
JDE– Jones & DeMille Engineering, Inc.

2.2 DEFINITIONS

CONTRACT – May refer to the contract between the OWNER and the CONTRACTOR for the PRECONSTRUCTION PHASE, or the CONSTRUCTION PHASE, or both depending on its use.

CONTRACTOR – May refer to the selected CONTRACTOR or any CONTRACTOR submitting a PROPOSAL.

ENGINEER – Jones & DeMille Engineering, Inc.

FINAL CONSTRUCTION PRICE (FCP) – The final price agreed upon by the OWNER and the CONTRACTOR for all construction services. The FCP shall be negotiated prior to the execution of the construction CONTRACT.

GUARANTEED UNIT PRICES (GUP) – The unit prices submitted by the CONTRACTOR in his/her PROPOSAL.

NEGOTIATED UNIT PRICES (NUP) – The unit prices negotiated between the OWNER and the CONTRACTOR prior to the execution of the construction CONTRACT.

OWNER – Ivins City

PRECONSTRUCTION PHASE – All preconstruction activities prior to the execution of the construction CONTRACT.

CONSTRUCTION PHASE – All activities after the execution of the construction CONTRACT.

PROPOSAL – The project approach PROPOSAL, or price PROPOSAL or both the project approach and price PROPOSALs.

PROPOSER – Any QUALIFIED CONTRACTOR who intends on submitting a PROPOSAL in response to this RFP.

CHAPTER 3 GENERAL INFORMATION

3.1 GENERAL

QUALIFIED CONTRACTORs who desire to submit PROPOSALS shall do so in accordance with the requirements described in this RFP. Final selection of the successful CONTRACTOR will be based on "best value" to the OWNER considering price, factors submitted in the PROPOSALS, and other information available to the OWNER. The OWNER may waive technical irregularities in the CONTRACTOR'S PROPOSAL that do not alter the quality or quantity of the services offered. The OWNER's decisions in the selection process will be final and protests will not be accepted.

3.2 REQUEST FOR PROPOSALS INFORMATION

QUALIFIED CONTRACTORS interested in submitting a PROPOSAL will be emailed instructions on how to access information on this Request for Proposals for the Kayenta Debris Basins construction. The following electronic files comprise this RFP:

File	Contents
RFP Kayenta Debris Basins EWP.pdf	PDF Document containing RFP
Bid_Form.doc	Word File of Bid Form
Attachment_A_Bid_Form.xlsx	Excel File for use with BID FORM
Bid_Bond.doc	Word File of Bid Bond form
RFP_Specs.pdf	PDF Document containing Specifications
Kayenta Debris Basins Plan Set_2016-10-19.pdf	PDF Document containing Plans

3.2.1 RFP ADDENDA AND CLARIFICATIONS

The OWNER reserves the right to revise the RFP during the PROPOSAL process at any time before the PROPOSAL due date by issuing addenda or clarifications. Instructions on how to access addenda and clarifications will be sent by email. It is the responsibility of each CONTRACTOR to verify whether addenda or clarifications have been issued, and to acknowledge receipt of addenda or clarifications on Bid Form.

3.3 DOCUMENTS IN THE CONTRACT

The CONTRACT is made up of the following documents:

a. Request for PROPOSALs
b. PROJECT Specifications
c. Documents incorporated into the CONTRACT by reference in the RFP
d. Addenda to this RFP
e. PROPOSER's PROPOSAL
f. Drawings

3.4 MEASUREMENT AND PAYMENT AND UNIT PRICES

The measurement and payment methods for the items of work for this CONTRACT are detailed in the PROJECT Specifications. This Project is a unit price project. For bid items identified as part of this PROPOSAL, units will be measured in accordance with the PROJECT specifications

provided with this RFP. Plan Quantity items will be paid as Plan Quantities based on the Plan Quantities of the final design. These unit prices shall be fixed and are referred to as GUARANTEED UNIT PRICES (GUP). No price shall exceed the GUP except as allowed in the PROJECT specifications – such as a significant change in the quantity of work or a significant change in the character of the work. For the items not identified in this RFP, the basis for measurement and payment as well as the unit prices shall be negotiated prior to execution of the construction CONTRACT.

3.5 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

The RFP, PROPOSAL, and all supplementary documents are essential parts of the CONTRACT and a requirement occurring in one is binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

Should discrepancies appear between any of the following parts of the CONTRACT, a listed part shall take precedence over all those listed below it:

1. CONTRACTOR's PROPOSAL Documents (see Note below).
2. Request for Proposal (RFP), clarifications, and addenda.
3. PROJECT Specifications.
4. PROJECT Drawings.

Note: The CONTRACTOR's PROPOSAL shall take precedence over the RFP only to the extent that it exceeds the requirements of the RFP. In other words, if the PROPOSAL Documents include statements that can reasonably be interpreted as: offering to provide higher quality items than otherwise required by the CONTRACT Documents; or to perform services in addition to those otherwise required; or otherwise contain terms which are more advantageous to the OWNER than the requirements of the other CONTRACT Documents, the CONTRACTOR's obligations hereunder shall include compliance with all such statements, offers, and terms.

3.6 SECURITY DURING PROPOSAL REVIEW

Security measures will be taken to assure the confidentiality and security of all PROPOSALS submitted to the OWNER until after the CONTRACT for the PRECONSTRUCTION PHASE is awarded. No access to any PROPOSAL will be granted to any person during the PROPOSAL review process, except OWNER and ENGINEER employees who are authorized by the OWNER.

3.7 OWNERSHIP AND RETENTION OF PROPOSALS

One copy of the PROPOSAL from each CONTRACTOR TEAM will be retained in the OWNER project files and one copy in the ENGINEER project files. All other copies will be destroyed. The PROPOSALS received, excluding proprietary information, shall be open to public inspection for a period of 30 days after award of the PRECONSTRUCTION PHASE CONTRACT. Reproduction of PROPOSALS (i.e. copies, photographs, etc.) will not be provided or allowed.

3.8 OWNER REQUEST FOR CLARIFICATION

It is the responsibility of the CONTRACTOR to provide accurate and complete information to the OWNER. The OWNER may, at its sole discretion, request clarifications, or supplemental information from the CONTRACTOR during the PROPOSAL evaluation.

All OWNER requests will be in writing or email and will be addressed to the designated Single Point of Contact for each CONTRACTOR. Responses shall be limited to answering the specific information requested by the OWNER.

3.9 ORAL PRESENTATIONS

PROPOSERS may be required to make an oral presentation to the OWNER. The OWNER will schedule the time and location for any presentation if determined to be necessary.

3.10 REJECTION OF PROPOSALS

The OWNER reserves the right to reject PROPOSALs received as a result of this request.

3.13 DISQUALIFICATION OF PROPOSERS

The OWNER will reject a PROPOSAL for any of the following: (1) More than one PROPOSAL from an individual, firm, or corporation under the same or different names; (2) Evidence of collusion among PROPOSERS; (3) Evidence of submittal of an unbalanced price PROPOSAL.

3.14 TERMINATION OF THE CONTRACT

It is the intent of the OWNER that a single CONTRACTOR be utilized for the PRECONSTRUCTION PHASE as well as the CONSTRUCTION PHASE. However, if during the PRECONSTRUCTION PHASE it is determined that the CONTRACTOR is not assisting the OWNER in obtaining its goals for early CONTRACTOR involvement, the OWNER may terminate the CONTRACT with the CONTRACTOR and the OWNER shall have no further obligation to the CONTRACTOR. In this case the CONTRACTOR will be compensated for the completed portion of their preconstruction services and the OWNER will have no further obligation to the CONTRACTOR.

CHAPTER 4 GENERAL REQUIREMENTS

4.1 PARTNERING

The OWNER encourages active partnering during the course of all projects. OWNER believes that partnering facilitates attainment of its goals and the goals of the CONTRACTOR and other stakeholders, and fosters the trust, commitment, cooperation, and synergy necessary for successful completion of the Project.

4.2 INQUIRIES

CONTRACTORS may request clarification of the requirements contained in this RFP by delivering or emailing written requests to the OWNER's Project Manager at the address listed below:

Kayde Roberts, P.E.
Jones & DeMille Engineering
435 East Tabernacle, Suite 302
St. George, Utah 84770 kayde.r@jonesanddemille.com
Phone 435-668-6324

Requests for clarification will not be accepted after the date and time indicated on the cover page of this RFP. No requests for additional information or clarification may be directed to anyone other than the Project Manager. OWNER will not be responsible for any responses that may come from other sources. Requests for clarification made by telephone will be accepted but will likely be asked to provide the requests for clarification in writing. All requests for clarification will be tabulated and emailed to PROPOSERs with supplied answers as a clarification or addendum except for those answered directly from the RFP documents and those requested by PROPOSER to be confidential and agreed to by ENGINEER.

Requests should come through the single point of contact for each CONTRACTOR, and include the following information: the CONTRACTOR's name, the representative's name, address, telephone number, and e-mail address.

4.4.1 ONE-ON-ONE MEETINGS

One-on-one meetings will be available upon request and would be held at the Jones & DeMille Engineering office in St. George, Utah at a mutually agreeable time. To the fullest extent possible, answers and other information provided at one-on-one meetings will be provided from the RFP documents, Specifications, and Drawings so as to not provide any Proposer with access to information that is not similarly available to other Proposers. Questions or discussion that require answers not available in the Project Documents will be considered requests for clarification and will have responses provided in a clarification or addendum. Individual Contractor discussions pertaining to means and methods, Contractor located materials sources, Contractor preferences, or other Contractor confidential business strategies will not be disclosed to other Contractors as long as it doesn't require answers to be provided that would create an unfair advantage to one Contractor over another.

4.3 EXAMINATION OF THE WORK SITE

The PROPOSER is responsible for examining the worksite prior to submitting a PROPOSAL. Location information is provided with this RFP along with other pertinent PROJECT information.

4.4 CREATION OF CONTRACT

The selected PROPOSER will be expected to enter into a formal agreement with the OWNER. The successful PROPOSAL will become part of the CONTRACT Documents, subject to the order of precedence of documents defined in the RFP. The successful CONTRACTOR will be obligated to perform in accordance with the requirements of this RFP, its terms and conditions, and with all statements in the PROPOSER'S PROPOSAL that exceed the RFP requirements and PROJECT Specifications.

4.5 PROJECT SCHEDULE AND MILESTONES

4.5.1 NOTICE TO PROCEED

The anticipated Notice to Proceed date for the PROJECT construction is as indicated on the cover of this RFP. The Substantial Completion and Final Completion dates will be adjusted if Notice to Proceed is given after the anticipated date.

4.5.2 SUBSTANTIAL COMPLETION

Substantial Completion is defined in APWA Manual of Standard Specifications, Document 00 72 00 – General Conditions paragraph 1.1.53.

4.5.3 FINAL COMPLETION

Final Completion is defined as the project being completed and ready for final payment in accordance with APWA Manual of Standard Specifications Document 00 72 00 – General Conditions paragraph 14.9

4.5.4 TIME FOR SUBSTANTIAL AND FINAL COMPLETION

Substantial Completion and Final Completion shall be achieved by the dates indicated on the cover of this RFP.

4.5.4.1 LIQUIDATED DAMAGES

Liquidated damages will be assessed in accordance with Document 00 52 43 – Agreement for failure to achieve substantial completion or final completion of all work.

4.6 NON-COLLUSIVE BIDDING CERTIFICATION

By submitting the PROPOSAL, each PROPOSER and each person signing on behalf of any PROPOSER certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief: (i) The prices in this Bid PROPOSAL have been arrived at independently without collusion, consultation, communication, or agreement with any other PROPOSER or with any competitor for the purpose of restricting competition; (ii) Unless required by law, the prices that have been quoted in this PROPOSAL have not been and will not be knowingly

disclosed by the PROPOSER, directly or indirectly, to any other PROPOSER or competitor before opening of PROPOSALs; (iii) No attempt has been made or will be made by the PROPOSER to induce any other person, partnership, or corporation to submit or not to submit a Bid PROPOSAL for the purpose of restricting competition; (iv) The signers of the Bid PROPOSAL will tender to the OWNER, if requested, a sworn statement that the named PROPOSER(s) has not, whether directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this PROPOSAL.

Signing the PROPOSAL certifies compliance with all provisions of this Non-Collusive Bidding Certification.

4.7 INSURANCE

Insurance requirements for this Project will be per PROJECT Specifications Document 00 73 00 – Supplementary Conditions paragraph SC-6.03.

4.8 APPLICABLE FEDERAL AND STATE REGULATIONS

The CONTRACTOR shall conform to all applicable state and federal regulations and recognized industry, safety, environmental, and design standards.

4.9 RIGHT-OF-WAY

The CONTRACTOR shall confine all Project activities to areas within the right-of-way indicated on the Drawings unless other arrangements are made for additional right-of-way. Indicated right-of-way is a combination of fee title right-of-way, prescriptive use right-of-way, and anticipated right-of-way. Project elements shown exceeding the indicated right-of-way or determined to be out of the right-of-way in the future will be altered during final design unless arrangements are made for additional right-of-way.

CHAPTER 5 PRECONSTRUCTION PHASE SERVICES

5.1 OVERVIEW OF PRECONSTRUCTION PHASE SERVICES

The CONTRACTOR shall participate in the preconstruction process with the OWNER and ENGINEER as a consulting partner. The CONTRACTOR shall provide design assistance including but not limited to: constructability review, plan and specification review, reduction of plans and design effort, project and segment phasing, material availability, schedule preparation, and cost estimation for the purpose of producing benefits or savings to the OWNER or CONTRACTOR without negatively impacting the safety, functionality, quality, or durability of the finished product. Input provided will benefit the OWNER during the completion of this project and will have an effect on future projects.

In addition to the formal reviews, OWNER, ENGINEER and the CONTRACTOR shall maintain an open dialogue throughout project development. The OWNER and ENGINEER may seek the expertise of the CONTRACTOR on various issues as they arise throughout the PRECONSTRUCTION PHASE. It is the intent of the OWNER to permit flexibility in the design process to accommodate processes, procedures, and innovative techniques that are preferred by the CONTRACTOR so long as they are consistent with site conditions, good engineering practice, context sensitive solutions, and other standards, guidelines, and procedures identified in this RFP and the PROJECT specifications.

5.2 OWNER ROLE

The OWNER will provide all professional engineering services associated with this project through a separate contract with the ENGINEER. The project will be designed utilizing AutoCAD Civil 3D 2016 design software. The ENGINEER will coordinate with the CONTRACTOR for design reviews and CONTRACTOR input.

5.3 PROJECT MANAGEMENT

The CONTRACTOR shall provide a qualified Project Manager to coordinate participation of members of CONTRACTORS organization in the preconstruction process. The CONTRACTOR shall provide PRECONSTRUCTION PHASE services as described in this chapter.

5.4 DESIGN REVIEWS

A Project Kickoff Meeting will be held following CONTRACTOR selection to receive input from review during the RFP preparation process. The Contractor shall provide in-depth design reviews at the 90% plan stage. The CONTRACTOR will provide input, including but not limited to phasing, scheduling, material availability, constructability, cost reduction, and increased value. The CONTRACTOR will also advise CCC/JDE on reduction of plans and design effort.

The CONTRACTOR shall actively participate in the preconstruction review process and shall provide input on plans and specifications submitted for 90% review in addition to the reviews described in this section. The CONTRACTOR shall be required to make suggestions on how the plans and process can be improved and streamlined.

5.4.1 CONSTRUCTABILITY/AVAILABILITY REVIEWS

The CONTRACTOR SHALL provide constructability and material availability reviews, along with written reports and recommendations at 90% design review. In addition to the formal reviews, OWNER, ENGINEER and the CONTRACTOR shall maintain an open dialogue throughout project development.

5.4.2 DESIGN REDUCTION REVIEWS

The CONTRACTOR shall identify items in the design plan set for which a traditional plan set provides excessive amounts of information. The CONTRACTOR shall assist the ENGINEER design team in identifying the appropriate amount of information to provide on the various plan sheets and pay items included in the project.

5.5 COST ESTIMATING

As part of his/her PROPOSAL, each CONTRACTOR will furnish a price PROPOSAL for the items listed in this PROPOSAL. The price PROPOSALS shall be submitted using the Attached Bid Form. The unit prices given in the PROPOSAL are referred to as GUARANTEED UNIT PRICES (GUP). No price shall exceed the GUP except as allowed by PROJECT Specifications.

The CONTRACTOR shall provide construction estimates at 90% design for construction items. The CONTRACTOR shall provide a written evaluation on how to reduce costs with each estimate.

5.6 PRICE NEGOTIATIONS

Prior to entering into a phase two construction services CONTRACT, the CONTRACTOR will negotiate with the OWNER prices for those items not bid on as part of the RFP and/or bid items that have changed significantly and are eligible for a price adjustment in accordance with the Project specifications. The CONTRACTOR and Engineer will develop a list of the items to be negotiated. The CONTRACTOR and the OWNER must agree on prices for the negotiated items as soon as possible but prior to the Notice to Proceed. The combined price of the negotiated prices and the bid prices given in the CONTRACTOR'S PROPOSAL shall be combined with the quantities from 90% reviews to obtain a FINAL CONSTRUCTION PRICE (FCP). The FCP shall be the basis for award of the construction phase. If the CONTRACTOR and the OWNER are unable to come to an agreement on the FCP, then the OWNER reserves the right not to enter into a CONTRACT with the CONTRACTOR for construction services for the project and solicit other CONTRACTORs to bid on the construction of the project. In such a case, the CONTRACTOR will be paid for preconstruction services rendered. The OWNER will have no other obligation to the CONTRACTOR.

5.7 SCHEDULES

One week after 90% review meeting a schedule for the construction phase must be provided to the ENGINEER. This schedule will be for the purposes of time extensions as stated in PROJECT specification. Schedules showing substantial and final completion dates later than the dates on the cover of this RFP will not be accepted.

5.8 UTILITIES

The CONTRACTOR will be required to assist in identification of necessary utility relocations and in developing priority for relocations. The CONTRACTOR shall assist in identification and evaluation of utility avoidance alternatives.

CHAPTER 6 CONSTRUCTION PHASE SERVICES

6.1 GENERAL

If during or after PRECONSTRUCTION PHASE, the OWNER determines that the CONTRACTOR will be awarded the Project segment construction CONTRACT, a Notice to Proceed (NTP) will be issued. No construction work shall take place until the NTP is received. The CONTRACTOR will be responsible for performing all construction work associated with the Project segment as per plans and specifications developed in the PRECONSTRUCTION PHASE design. Generally, the scope of services includes project management, construction quality control, scheduling, staffing, construction, environmental controls, maintenance during construction, warranties, and coordination with utilities on Project issues. This process will be repeated for all Project segments until the construction of the entire Project is complete.

6.2 OWNER'S ROLE

The OWNER's role regarding construction engineering and materials sources are as outlined below:

6.2.1 CONSTRUCTION ENGINEERING

The OWNER shall observe the construction through the ENGINEER as outlined in the PROJECT specifications. The ENGINEER will staff a Project Engineer, Field Engineer, Surveyors, Construction Observers, and Materials Personnel in correlation with PROJECT activities to monitor the progress and quality of the project and to provide construction staking.

6.2.2 MATERIALS SOURCES

The OWNER is negotiating for the use of fill material needed to construct the embankments. It is anticipated that all of the fill material for each embankment will be provided by the OWNER unless otherwise indicated.

6.3 PROJECT MANAGEMENT

The CONTRACTOR shall provide a qualified Project Manager to coordinate participation of members of CONTRACTORS organization in the construction process. The CONTRACTOR shall provide Construction Phase services as described in this chapter.

6.4 PROJECT SPECIFICATIONS

The CONTRACTOR shall comply with PROJECT Specifications. The CONTRACT documents shall be adhered to in the order of precedence as per Section 3.5, Order of Precedence of CONTRACT Documents.

6.5 GUARANTEED UNIT PRICE-ITEMS INCLUDED IN PROPOSAL

The OWNER has made an effort to include all major items in the RFP. These items are listed in the Bid Form included as part of this RFP. The prices for all other items are negotiated as described in Section 3.4 Measurement and Payment and Unit Prices. No price shall exceed the

GUP except as allowed by PROJECT Specifications – such as a significant change in the quantity of work or a significant change in the character of the work.

6.6 CONTRACT TIME

Construction substantial completion and final completion shall be reached as defined in Sections 4.7.2 and 4.7.3 by the dates shown on the cover of this RFP or liquidated damages will be assessed as per Document 00 52 43 – Agreement, Article 4. The CONTRACTOR will be allowed extensions of time as per Document 00 72 00, Article 4.

6.7 RELEASE FOR CONSTRUCTION PLANS

It is the intent of the OWNER to issue a full set of plans and specifications as close as possible to the beginning of construction of the project. These plans and specifications will be marked as "RELEASE FOR CONSTRUCTION". The CONTRACTOR shall not begin general construction on the PROJECT contract until a Construction Notice to Proceed (NTP) is issued.

6.8 WEEKLY CONSTRUCTION MEETINGS

Plan for weekly construction meetings with the OWNER & ENGINEER Project representatives to discuss Project coordination, progress, issues, and planned Work. The ENGINEER will develop an agenda with the input of the CONTRACTOR for these meetings. The Project Manager as well as other appropriate members of the CONTRACTOR'S organization shall attend the meetings.

6.9 UTILITIES

The CONTRACTOR will be required to prioritize utility relocations and assist in early negotiations and cooperate with utility companies. The CONTRACTOR'S schedule shall be developed to coordinate utility relocations with its own operations and to minimize delays due to utility relocations.

6.10 QUALITY CONTROL TESTING

Follow the requirements of the PROJECT Specifications. Perform Quality Control testing as necessary to ensure materials and work are in accordance with requirements Contract Documents and as required in the PROJECT Specifications.

CHAPTER 7 GENERAL PROPOSAL REQUIREMENTS

7.1 INTRODUCTION

As used in this procurement, the term "PROPOSAL" includes the PROPOSER's complete response to this RFP (with the properly completed PROPOSAL forms and all required supporting documentation) and may, depending on the context, refer to either the Project Approach or the Price or both. To assist the PROPOSER in preparing its PROPOSAL, the general and more specific required contents are summarized in chapters 7 and 8. Each item in the PROPOSAL shall be clearly titled and identified. PROPOSALs not including all information requested or as specified may be deemed non-responsive.

Provide the technical information called for in chapters 7 and 8 of the RFP. Prepare the various parts of the PROPOSAL guided by the entire RFP so that the PROPOSER demonstrates a complete understanding of all the issues that are of special interest to the OWNER.

Regardless of the content of the PROPOSAL, the successful PROPOSER shall remain responsible for ensuring that the Project meets the performance requirements of the RFP Documents. Acceptance of a PROPOSAL will not constitute waiver of any mandatory requirement.

Provide all information requested in this RFP for both the project approach information and price. Failure to provide requested information may result in the OWNER, at its sole discretion, determining that a PROPOSAL is nonresponsive.

7.2 FORMAT AND PRESENTATION

Quantity. One original and five copies of the project approach PROPOSAL shall be submitted. One original of the price PROPOSAL (separately sealed) shall be submitted attached to the original project approach PROPOSAL.
Language. All information shall be in English.
Medium. The PROPOSAL shall be printed in hard-copy form. No electronic files will be accepted.
Type Font. All text shall be a regular Times Roman or Arial style, black in color, and single-spaced. Narrative text shall be a minimum of 11 points in size; table text shall be a minimum of 10 points in size. The type style and size of headings and figures are not prescribed.
Pages. Pages shall be 8-1/2 x 11-inch. The PROPOSAL shall contain no more than 8 pages. The price PROPOSAL (Bid Form, Attachment A to the Bid Form, and Bid Bond) will not be counted as pages.
Page Margins. No text, tables, figures, or other substantive content generated by the PROPOSER may be printed within 0.75 inch of any page edge.
Page Numbering. Every page shall be numbered consecutively, 1, 2, 3 ... The Cover Letter shall be page one. Do not restart numbering within each section, i.e., DO NOT use 1-1, 1-2...; 2-1, 2-2...; etc.
Binding. Three-ring binders are NOT required. A single staple in the top-left corner of each copy of the approach PROPOSAL is preferred.

7.3 PRESENTATION OF CONTENTS

PROPOSERs shall present information clearly and concisely. Where appropriate, bulleted lists, tables, and graphic figures are much preferred to extensive and wordy narrative text. Documentation that is difficult to read and understand or is poorly organized may be rejected and may lead to disqualification of the PROPOSAL.

7.4 PROPOSAL COMMITMENTS

Language in the PROPOSAL that is of a nature other than of a solid commitment by the PROPOSER, such as use of the phrases "We will consider...", or "We might...", or "We are investigating the possibility of..." will be considered by the Review Team to be a non-commitment, and as such will be given little or no weight in the evaluation scoring.

7.5 PROPRIETARY INFORMATION

PROPOSERS are requested to mark as proprietary any specific information contained in their PROPOSAL that is not to be disclosed to the public or used for purposes other than evaluation of the PROPOSALS. Pricing, proposed services, and proposed work elements of the PROPOSAL will not be considered proprietary. If elements of the PROPOSAL are marked as proprietary, the OWNER will determine whether the information can be kept confidential, and notify the PROPOSER of its findings. If the PROPOSER does not agree with this determination, the PROPOSAL may be withdrawn from consideration.

7.6 PROPOSAL SUBMISSION AND DELIVERY

Package Labeling: Submit PROPOSAL components in a clearly labeled sealed container as PROPOSAL for Ivins City – Kayenta Debris Basins – Contractor Provided Design Assistance and Construction Services. Failure to use a sealed container or to properly identify the PROPOSAL may result in an inadvertent opening of the PROPOSAL before the specified time. The PROPOSER shall be entirely responsible for any such consequences, including disqualification of the PROPOSAL.

Submittal Place and Date: Submit the PROPOSAL to OWNER:

Ivins City
55 North Main Street, Ivins, Utah 84738

by the date and time specified on the cover of this RFP. It is the PROPOSER's sole responsibility to see that its PROPOSAL is received as specified. PROPOSALs received after the deadline will be rejected without consideration or evaluation and returned to the PROPOSER, unless there are extenuating circumstances acceptable to the OWNER. CONTRACTORS shall be responsible for obtaining a written receipt appropriate to the means of delivery from the receiving office specified above, at the time of delivery of their PROPOSAL.

CHAPTER 8 PROPOSAL CONTENTS AND EVALUATION

8.1 PROJECT APPROACH PROPOSAL CONTENTS

This chapter describes the specific information that must be included in the PROJECT APPROACH PROPOSAL. The requirements for each evaluation factor and the information to be submitted are listed and described in detail below. CONTRACTORS shall provide the required information listed in this chapter while being guided by the entire RFP so that the PROPOSER demonstrates a complete understanding of all the issues that are of special interest to the OWNER.

The PROJECT APPROACH PROPOSAL shall be limited to a maximum of 8 pages, have six sections, and be numbered and titled as follows:

Section 1 – Cover Letter
Section 2 – General Project Approach
Section 3 – Project Management
Section 4 – Design Assistance
Section 5 – Schedule and Narrative
Section 6 – Minimum Required Experience / Related Project Experience

8.1.1 COVER LETTER (SECTION 1)

Requirement – The CONTRACTOR shall provide a one-page letter meeting the following requirements:

1. State a desire to enter into contracts with the OWNER to assist in the design and to perform the construction of the Project.
2. Certify that the information in the PROPOSAL is true and complete.
3. Identify a single point of contact for the CONTRACTOR and the address, telephone and fax numbers, and email address where Project correspondence should be directed.
4. Signed by authorized representative(s) of the CONTRACTOR's organization.

Scoring – PROPOSERs that submit a one-page cover letter meeting the requirements above will receive a pass for this item.

8.1.2 GENERAL PROJECT APPROACH (SECTION 2)

Requirement – Provide the following information:

1. Describe the overall approach to the design support and construction of the project that will aid in savings to the overall design effort and realize construction efficiencies.
2. Describe the construction process and sequencing to expedite PROJECT completion including recommendations for any early construction contracts.
3. Describe the type and quantity of equipment that would be used on the PROJECT.
4. Describe material sources and how materials will be delivered to the Project.
5. Describe which items of work will be self-performed and which will be subcontracted.

Scoring – The highest score will be given to the CONTRACTOR that demonstrates the best general project approach.

8.1.3 PROJECT MANAGEMENT (SECTION 3)

Requirement – Provide the following information:

1. Describe the proposed management strategy for the project through the preconstruction and construction phases.
2. Describe the efforts that will be taken to ensure fair negotiation of prices at the completion of the PRECONSTRUCTION PHASE and during the CONSTRUCTION PHASE.
3. Describe detailed roles of those individuals who will be assigned to the project and any additional individuals that may be utilized.
4. Describe how project management involvement through the PRECONSTRUCTION PHASE will reduce change orders and conflict during the CONSTRUCTION PHASE.

Scoring – The highest score will be given to the CONTRACTOR that demonstrates the best project management strategy.

8.1.4 DESIGN ASSISTANCE (SECTION 4)

Requirement – Provide the following information:

1. Discuss methods of aiding JDE designers in the design process.
2. Describe the approach that will be used to add maximum value at the design stage in the areas of project and segment phasing, scheduling, constructability, cost reduction, enhanced value, and reduction of plans and design effort.
3. Discuss design tools that would be utilized during the design review process.

Scoring – The highest score will be given to the CONTRACTOR that demonstrates the best design assistance strategy that will add maximum value at the design stage.

8.1.5 SCHEDULE AND NARRATIVE (SECTION 5)

Requirement – Submit a construction schedule and a schedule narrative in accordance with the following requirements:

Schedule – Address the following with as much detail as necessary:

1. Define a complete and logical plan that can realistically be accomplished for executing the work defined in the RFP.
2. Include sufficient activities for adequate project planning for subcontractor, third party, vendor, and supplier activities.
3. Clearly define significant interaction points with the OWNER and other entities such as subcontractors, vendors and suppliers, utilities, local governments, and special service districts.
4. Include milestones to define significant contractual events such as Notices to Proceed, substantial completion, and coordination points with outside entities such as utilities, special service districts, etc.

Narrative – Provide a schedule narrative that describes the following in as much detail as necessary:

1. The construction philosophy supporting the approach to the work outlined in the baseline schedule. Address the reasons for the sequencing of work and describe any limited resources, potential conflicts, and other salient items that may affect the schedule and how they may be resolved.
2. The justification for constraints used.
3. The project critical path and challenges that may arise associated with the critical path.
4. How the coordination with other entities will be handled.

Scoring- The PROPOSAL will be scored on the detail and accurateness of the schedule and narrative. Value will be given to schedules demonstrating an understanding of Project element interaction and flow.

8.1.6 MINIMUM REQUIRED EXPERIENCE / RELATED PROJECT EXPERIENCE (SECTION 6)

Requirement – Submit a list of projects that demonstrate the contractor's recent experience (within the last 5 years) with construction projects including the following elements:

1. Large earthwork projects (i.e. pond or compacted earthen embankment construction >10,000 c.y.)
2. Rock excavation (rock ripping)
3. Concrete retaining wall construction
4. Large diameter concrete pipe or box culvert installation

Scoring- The CONTRACTOR will receive a pass for this item if they are able to demonstrate that they have completed 3 or more projects that are similar in size and scope in the past 5 years.

8.2 PRICE PROPOSAL CONTENTS

The CONTRACTOR shall submit a price PROPOSAL with the contents listed below. CONTRACTORS shall submit price PROPOSALS using the electronic files provided as part of this RFP.

8.2.1 PRECONSTRUCTION PRICE

Requirement - Submit a price for preconstruction services on Attachment A to the Bid Form. The price shall include all activities during the PRECONSTRUCTION PHASE of the CONTRACT including the cost of attending progress meetings, review meetings, consultation with ENGINEER staff on development of construction plans and completing all other items identified in the PRECONSTRUCTION PHASE services scope of work.
Scoring – Preconstruction price as shown in scoring equation.

8.2.2 CONSTRUCTION PRICE

Requirement – Submit a price for construction services by unit pricing. Attachment A to the Bid Form lists the estimated units and quantities. The bid will include Guaranteed Unit Prices for items shown in the bid schedule. CONTRACTORS shall use the Bid Form included as part of this RFP to submit their price PROPOSALs.
Scoring – Construction price as shown in scoring equation.

8.2.3 BONDING

Requirement – Furnish bid bond in the amount of 5% of the total price PROPOSAL. Bid bond shall be submitted using Bid Bond Form included as part of this RFP.
Scoring - PROPOSERs that submit a bid bond in the amount of 5% of the total price PROPOSAL will receive a pass for this evaluation factor.

8.2.4 ACKNOWLEDGEMENTS

Requirement- Acknowledge receipt of all addenda and/or clarifications issued prior to PROPOSAL due date. Acknowledge as indicated on Bid Form.
Scoring – All PROPOSERS that acknowledge the receipt of all addenda and/or clarifications prior to submission of their PROPOSAL shall receive a pass for this evaluation factor.

8.3 EVALUATION OF PROPOSALS

This section outlines the scoring methodology for the RFP phase of the procurement. PROPOSALS will be evaluated using the process described below and in accordance with the requirements and scoring parameters described above. Evaluations will be based on how well the PROPOSAL responds to the requirements described in Chapter 8 and other general information contained in this RFP. If the information provided is not complete, the CONTRACTOR may be eliminated from further consideration.

8.3.1 BEST VALUE

The procurement process adapted for the Project has been developed with the goal of providing the best overall value for the OWNER. The selection process will be evaluation-based, with several factors being rated. A "best value" is defined as the Lowest PROPOSAL Prices when considering all of the evaluation factors together, including both PROPOSAL and price ratings.

8.3.2 SEPARATION OF PROPOSAL AND PRICE EVALUATION

The evaluation of project approach information will be separate from the evaluation of the price.

8.3.3 REVIEW OF EVALUATION FACTORS

The OWNER's PROPOSAL evaluation team will evaluate all PROPOSAL documents by carefully considering each of the project approach evaluation factors. The project approach evaluation factors are tabulated using Table 8. PROPOSERs will be disqualified for receiving a Fail for any evaluation factor that is scored Pass/Fail. PROPOSERs will be disqualified for receiving a score below the minimum acceptable score for any scored evaluation factor. The project approach evaluation score, PA, will be calculated by summing the PROPOSER's points for each project approach evaluation factor.

TABLE 8 – EVALUATION SCORE SHEET

Section	Evaluation Item	Basis	Maximum Score	Minimum Score
	Price Proposal			
	Preconstruction Price	Price	N/A	N/A
	Construction Price	Price	N/A	N/A
	Bonding	5 % Bid Bond	P/F	P
	Addendum and Clarification Acknowledgements (on Bid Form)	Addendum and Clarification Acknowledgement	P/F	P
	Project Approach Proposal			
1	Cover Letter	Specify Point of Contact	P/F	P
2	General Project Approach	Approach	40	20
3	Project Management	PM Strategy	25	12
4	Design Assistance	Add Value at Design Stage	20	10
5	Schedule and Narrative	Completeness and Accuracy	15	8
6	Required Experience	3 similar in 5 years	P/F	P
	Proposal Requirements		P/F	P
	Grand Total (PA)		100	

The overall scoring will be determined using the following equation:

$$\$P_{adj} = \$P_{GUP} + \$P_{PRE} - [PA*(\$5{,}000)]$$

Where:

$\$P_{adj}$ = The adjusted PROPOSAL price (i.e., The Proposal Scoring)
$\$P_{GUP}$ = The Sum of the extended totals using the Guaranteed Unit Prices
$\$P_{PRE}$ = The sum of the prices for Preconstruction Services
PA = Project Approach Score, from above
A number between 0 and 100

The PROPOSER with the lowest Score ($\$P_{adj}$) will be considered the overall "BEST VALUE".