

## **NOTICE OF REQUEST FOR PROPOSALS**

### **Raw Water Little Cottonwood Conduit Replacement Project Construction Manager / General Contractor**

#### **Owner:**

Metropolitan Water District of Salt Lake & Sandy  
3430 East Danish Road  
Cottonwood Heights, Utah 84081

#### **Design Engineer & Owner's Advisor:**

Bowen Collins & Associates  
154 East 14075 South,  
Draper, UT 84020



**BOWEN COLLINS**  
& A S S O C I A T E S

# CONSTRUCTION MANAGER/GENERAL CONTRACTOR

*Request for Proposals*



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Water Collaborative Delivery Association  
PO Box 13333, 951 20th Street  
Denver, CO 80201  
303-641-0550  
[info@WaterCollaborativeDelivery.org](mailto:info@WaterCollaborativeDelivery.org)  
[www.watercollaborativedelivery.org](http://www.watercollaborativedelivery.org)

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# One-Step Process

## *Request for Proposals*

### 1 Background

#### 1.1 Introduction

The Metropolitan Water District of Salt Lake & Sandy (Owner) issues this one-step solicitation for the Raw Water Little Cottonwood Conduit Water Replacement Project (Project) and invites responses from interested parties to this request for proposals (RFP).

This RFP is posted on the Owner's website and the Utah Public Procurement Place (U3P).

Firms interested in providing construction manager/general contractor (CM/GC) services for the Project should submit their Proposal according to the requirements set forth in this RFP, including the format and content guidelines in Section 5. Proposals will be reviewed, evaluated, and ranked using a best-value selection process, as described in Section 6, for award of the CM/GC Contract, which is provided as RFP Attachment C (CM/GC Contract).

The capitalized terms in this RFP have the meanings as first used in the text of this RFP and/or as defined in RFP Attachment A (Definition of Terms).

The Project is to be designed and constructed in two phases using the CM/GC delivery method:

- **Phase I preconstruction services** encompass constructability reviews, value engineering, estimating, and scheduling activities. Phase I is completed when there is agreement on the Project schedule and guaranteed maximum price (GMP).
- **Phase II construction services**, in which the CM/GC assumes the general contractor role, encompasses further design review, procurement of subcontractors and vendors, self-performance of certain elements of the construction (where permitted and at the Owner's discretion), and full construction and commissioning.

In no event will the Owner be liable for any costs incurred by any Proposer or any other party in developing or submitting a Proposal.

## 1.2 Owner's Objectives

By selecting the CM/GC delivery method for this Project, the Owner expects the CM/GC to collaborate closely with the Owner and its Design Engineer during Phase I to develop a design that achieves the Owner's objectives at a mutually agreeable GMP for delivery of the Project. The Owner also expects the CM/GC to construct the Project, as designed, within the agreed-on price and schedule, through commissioning and startup. The following Project-specific objectives are provided to give Proposers a better understanding of the Project and the work to be performed.

- **Relationship.** Foster a collaborative relationship between the Owner, Engineer, and CM/GC early in the project.
- **Cost Transparency.** Ensure a transparent "open-book" process for all project costs, including subcontractor bids and self-performed work. Provide Owner with frequent cost estimates leading up to the GMP.
- **Constructability.** Utilize the CM/GC's expertise to identify design conflicts, improve buildability, and reduce the likelihood of change orders during construction.
- **Market Conditions.** Provide real-time data on labor availability, material lead times, and potential supply chain disruptions to refine project planning.
- **Project Controls.** Develop and maintain a master schedule and cost tracking system to ensure the project meetings completion dates and budget requirements.

## 2 Project Overview

### 2.1 Background

The existing Raw Water Little Cottonwood Conduit (LCC) was constructed in 1931. It pulls Little Cottonwood Creek (LCCr) water from the LCC lower intake diversion and conveys it to the Little Cottonwood Water Treatment Plant (LCWTP). In recent years the 36" x 40" elliptical RCP pipeline has experienced deterioration, erosion, and deformation along its alignment. The Owner also desires to improve hydraulic performance by modifying the pipeline alignment and profile.

## **2.2 Project Site and Location**

The Project is situated at the mouth of Little Cottonwood Canyon between the LCCr lower intake structure and the LCWTP. The Project runs through unincorporated Salt Lake County, Sandy City, and Cottonwood Heights City.

## **2.3 Project Scope**

The Owner is seeking both preconstruction and construction phase services from the CM/GC. The CM/GC preconstruction services include participation in the design process by providing constructability reviews. The CM/GC will also develop schedules, prepare detailed Project construction cost estimates (cost models) and provide open-book pricing to the design team, investigate labor and materials required for construction, and, in any other way deemed necessary, contribute to the development of the Project. As part of the preconstruction phase, the CM/GC will provide a GMP preparatory to negotiating to enter the Construction Contract with the Owner.

Additional information specific to the Project scope, design standards, and technical requirements are described in more detail in RFP Attachment D (Project Background Documents).

Certain Project background documents are being made available to Proposers via an electronic reference library for the purpose of illustrating the scope and scale of the Project based on its current definition. The Owner is providing these documents only for the purpose of informing Proposal development and does not confer a license or grant for any other use.

## **2.4 Project Budget and Funding**

The Design Engineer's opinion of probable construction cost is shown in the table below.

## Recommended Phased Improvements

Improvement	Cost
48-inch Pipeline Replacement	\$9,400,000 – 14,100,000
RWLCC Meter and FG Turnout Vault	\$1,300,000 – 1,700,000
Intake Structure Improvements	\$560,000 – 730,000
ASR Piping	\$320,000 – 480,000
SLA Wasteway Repair	\$280,000 – 425,000
<b>Total</b>	<b>\$11,860,000 – 17,435,000</b>

Phase I CM/GC services are expected to be approximately 1% of the construction cost.

The Owner intends to use private bonding and other state funds to provide the capital funding needed for the Project. Funding sources are not anticipated to carry any special procurement criteria beyond those required by State of Utah procurement code.

## 2.5 Project Permits and Easements

Table 1 identifies anticipated permits and approvals required for the Project as well as the respective responsibilities of the Owner and CM/GC in obtaining required permits and approvals.

**TABLE 1**

Permit	Issuing Agency	Status	Responsibility for Obtaining/Supporting Permit Application Process
<i>SLEDS</i>	<i>Cottonwood Heights</i>	<i>10%</i>	<i>Engineer</i>
<i>Construction</i>	<i>Cottonwood Heights</i>	<i>Not started</i>	<i>CM/GC</i>
<i>Construction</i>	<i>Salt Lake County</i>	<i>Not started</i>	<i>CM/GC</i>
<i>Construction</i>	<i>Sandy City</i>	<i>Not Started</i>	<i>CM/GC</i>
<i>Stream Alteration</i>	<i>US Army Corps of Engineers</i>	<i>Not started</i>	<i>Engineer</i>
<i>SWPPP</i>	<i>DEQ</i>	<i>Not started</i>	<i>CM/GC</i>

Other permits may be required which are not listed above.

Easement Type	Property Owner	Status	Responsibility for Obtaining Easement
<i>Permanent – 50' wide</i>	<i>Giverny, LLC</i>	<i>10%</i>	<i>Owner</i>
<i>Permanent – 50' wide</i>	<i>Salt Lake City</i>	<i>Not started</i>	<i>Owner</i>
<i>Permanent – 50' wide</i>	<i>Sandy City</i>	<i>Not started</i>	<i>Owner</i>

## 2.6 Project Schedule

Figure 1 illustrates the current anticipated Project schedule and compliance deadlines.

**Figure 1. Anticipated Project Schedule (Schedule subject to change based upon progress of design)**

	<b>Critical Task</b>	<b>Deadline</b>	<b>Responsibility/Attendance</b>
<b>Requests for Proposals</b>	Issue RFP for CM/GC	Tuesday, February 25, 2026	Owner
	<b>Pre-Proposal Meeting (Mandatory)</b>	<b>Wednesday, March 10, 2026</b>	<b>Required by all CM/GC Proposers</b>
	Deadline for Questions	March 16, 2026	CM/GC Proposers
	Final Addendum (if any)	March 19, 2026	Owner
	<b>CM/GC proposals due</b>	<b>Tuesday, March 24, 2026</b>	<b>CM/GC Proposers</b>
	Selection Notification	Tuesday, March 31, 2026	Owner
	Award of CM/GC contract	Monday, April 20, 2026	Owner
<b>60% Design and Review</b>	Pre-construction kick-off meeting 60% design package available for review	Tuesday, May 5, 2026	Owner, Design Engineer, and CM/GC Design Engineer
	Design review workshop	Thursday, May 21, 2026	Owner, Design Engineer, CM/GC
	Updated cost model/schedule due	Thursday, May 21, 2026	CM/GC
<b>90% Design and Review</b>	90% design package available for review	Tuesday, June 17, 2026	Design Engineer
	Design review workshop	Thursday, July 15, 2026	Owner, Design Engineer, CM/GC
	Updated cost model/schedule due	Thursday, July 15, 2026	CM/GC
<b>100% Design</b>	100% design package available	Wednesday, August 12, 2026	Design Engineer
<b>Guaranteed Maximum Price</b>	GMP price submittal due	Wednesday, August 20, 2026	CM/GC
	Complete GMP and construction contract negotiation	Tuesday, September 10, 2026	Owner, Design Engineer, CM/GC
<b>Construction</b>	CM/GC Construction Contract award (if GMP accepted by Owner)	Monday, September 21, 2026	Owner, CM/GC
	Construction Completion	March 31, 2028	

### 3 CM/GC Services

#### 3.1 General

As noted in Section 1, and more fully described in RFP Attachment B (Scope of CM/GC Services), the CM/GC will provide services in two distinct phases. RFP Attachment B (Scope of CM/GC Services) includes detailed definitions of the Phase I scope of CM/GC services.

The scope of CM/GC services is the basis for Phase I pricing, which shall be submitted in accordance with RFP Section 5.3.11, and RFP Attachment F (Pricing Information Form).

#### 3.2 Roles and Responsibilities

Table 2 below delineates the roles and responsibilities of the Owner and CM/GC to ensure Project success.

**TABLE 2**

<b>Role</b>	<b>Owner</b>	<b>CM/GC</b>
<b>Project Management</b>	<ul style="list-style-type: none"><li>• Make day-to-day decisions</li><li>• Approve design and construction plans</li><li>• Manage contracts with Owner Advisor, Design Engineer, and CM/GC</li><li>• Provide Project funding</li><li>• Approve scope changes</li><li>• Coordinate with Owner operations</li></ul>	<ul style="list-style-type: none"><li>• Single point of contact with the Owner's Project Manager for construction-related items</li><li>• Develop and implement Project management and quality management plans</li><li>• Perform risk management and mitigation activities</li><li>• Establish and maintain change order management plan</li><li>• Develop and implement Project health and safety practices</li><li>• Facilitate resolution of Project issues and challenges</li></ul>

<b>Preconstruction Services</b>	<ul style="list-style-type: none"> <li>• Manage interface between design and construction teams</li> <li>• Review Phase I deliverables and submissions</li> <li>• Furnish existing studies and data including record drawings, preliminary studies, etc.</li> <li>• Provide access to site/easements</li> <li>• Obtain government approvals and permits for which the Owner is responsible</li> <li>• Review Phase II Construction Price Proposal; negotiate Phase II Construction Price Amendment in good faith</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare and maintain a Project cost model and Project schedule</li> <li>• Provide constructability input during Phase I</li> <li>• Prepare equipment and subcontract procurement plan</li> <li>• Develop Phase II Construction Price Proposal, negotiate Phase II Construction Price Amendment in good faith</li> <li>• Provide additional Owner-requested, Project-specific services necessary for Project success.</li> </ul>
<b>Construction Services</b>	<ul style="list-style-type: none"> <li>• Participate in construction Project meetings</li> <li>• Monitor construction activities</li> <li>• Coordination of engineering services during construction</li> <li>• Ensure timely responses to construction submittals (e.g., submittals, requests for information, notices) as defined in the contract</li> </ul>	<ul style="list-style-type: none"> <li>• Deliver constructed work</li> <li>• Manage self-performing and subcontracted work</li> <li>• Manage craft labor</li> <li>• Maintain site safety and security</li> <li>• Coordination with Design Engineer</li> <li>• Obtain government approvals and permits for which the CM/GC is responsible</li> <li>• Provide warranty coverage for constructed work</li> </ul>
<b>Commissioning and Startup</b>	<ul style="list-style-type: none"> <li>• Lead the team in the early development of the facility commissioning plan with responsibilities clearly delineated</li> <li>• Manage Design Engineer's preparation of facility O&amp;M manual</li> <li>• Engage meaningfully in commissioning, startup, and training activities and prepare for hand-off from CM/GC</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate construction activities with and lead assigned testing, commissioning, startup, and training activities, coordinating with Owner's O&amp;M staff to minimize impacts</li> <li>• Provide timely and complete submission of manufacturer's equipment O&amp;M materials</li> </ul>

Roles and responsibilities are more fully described in RFP Attachment B (Scope of CM/GC Services) and RFP Attachment C (Draft CM/GC Contract).

## 4 Procurement Process

### 4.1 Communications and Owner Contact

On behalf of the Owner, Breana Jackson, Executive Administrator, will act as the sole point of contact for this RFP and shall administer the RFP process. All communications shall be submitted in writing, or by email, and shall specifically reference this RFP. All questions or comments should be directed to the Owner contact as follows:

Breana Jackson  
Metropolitan Water District of Salt Lake & Sandy  
3430 East Danish Road  
(801) 942-9620  
[jackson@mwdsls.gov](mailto:jackson@mwdsls.gov)

No oral communications from the Owner contact or other individuals are binding. No contact with Owner staff or any public officials concerning the Project during the procurement process outside of formal procurement meetings herein is allowed. A violation of this provision may result in disqualification of Proposer.

## 4.2 Procurement Schedule

The current procurement schedule is as follows:

- Issue RFP February 25, 2026
- Pre-Proposal Meeting March 10, 2026
- Deadline for Questions March 16, 2026
- Final Addendum March 19, 2026
- Submit Proposal March 24, 2026
- Selection Notification March 31, 2026
- Board Award of Contract April 20, 2026

## 4.3 Pre-Proposal Meeting and Site Tour

Owner will provide access to the site for interested parties. The site tour will be held at Owner's Little Cottonwood Water Treatment Plant, 3430 East Danish Road, Cottonwood Heights, UT 84093 on March 10, 2026 starting at 10:30 a.m. **The site tour is mandatory.** Attendees will have the opportunity to tour the Project site to familiarize themselves with site conditions and constraints. Proposers shall advise the Owner through the Owner contact before March 5, 2026 of the names of individuals who will attend the site tour. Due to space constraints, each Proposer is limited to five or fewer attendees.

## 5 Proposal Submission Requirements

## 5.1 Submittal Place and Deadline

Complete RFPs should be submitted in PDF via U3P. Questions regarding U3P, references, or other administrative items should be directed to the Owner contact. **The submission deadline is 2:00 p.m. on Tuesday, March 24, 2024.**

Each Proposer assumes full responsibility for timely delivery of its Proposal at the required location and time. **Any Proposal received after the submittal deadline will be deemed nonresponsive and returned unopened. Owner reserves the right to waive irregularities as deemed reasonable and in its best interest.**

## 5.2 Submission Format

The Proposal shall be formatted as follows:

- **Page limit:** The Proposal must not exceed 30 total pages, excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices.
- **Bookmarks:** The submitted PDF must contain bookmarks for each section listed in Section 5.3.

## 5.3 Submission Content

The content requirements set forth in this RFP represent the minimum content requirements for the Proposal. It is the Proposer's responsibility to include information in its Proposal to present all relevant qualifications and other materials. The Proposal, however, should not contain standard marketing or other general materials. It is the Proposer's responsibility to modify such materials so that only directly relevant information is included in the Proposal.

The Proposal must include the following information in the order listed below:

- Transmittal Letter
- Part 1—Executive Summary
- Part 2—CM/GC Profile
- Part 3—Project Team Structure and Key Personnel
- Part 4—Relevant Project Experience
- Part 5—Project Approach

- Appendix A—Supporting Financial and Company Documentation
- Appendix B—Resumes
- Appendix C—Draft CM/GC Contract Comments (optional)
- Appendix D—Pricing Information

### 5.3.1 Transmittal Letter

Proposers must submit a transmittal letter (two-page maximum) on the Proposer’s letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number, and email address for the Proposer contact and must specify who would be the CM/GC’s signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Proposer.

### 5.3.2 Part 1—Executive Summary

The executive summary (maximum three pages) must include a concise overview of the key elements of the Proposal. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.

### 5.3.3 Part 2—CM/GC Profile and Key Firms

A detailed and complete description of the CM/GC and Key Firms must be provided in Part 2 of the Proposal.

#### CM/GC Profile

Required information applies to the CM/GC and not to Key Firms (sub-consultants/subcontractors). In the case of a joint venture, both parties must provide requested information. The CM/GC profile must include the following information:

- **General Information.** Provide general information about the CM/GC, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and nonprofessional), years in business, and evidence of required licenses. Provide licenses in Appendix B (Supporting Financial and Company Documentation) of the Proposal.
- **CM/GC Legal Structure.** Identify whether the CM/GC is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. Describe how the CM/GC has used this structure, or a

similar structure, to deliver similar projects. As applicable, provide information on owners of the CM/GC who hold an interest of 10% or more in Proposal Appendix B (Supporting Financial and Company Documentation).

- **Project Office Location.** Identify where the CM/GC intends to maintain its Project office(s) and the location where the construction management work will be performed.
- **Safety.** Provide a summary description of the CM/GC's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past three years. The following safety records must be provided for the CM/GC for the past three years:
  - **The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau.** (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod.) Where this value is greater than the industry average of 1.0, Proposer may provide mitigating information to explain the reasons for the EMR rating in Appendix B (Supporting Financial and Company Documentation).
  - **The days-away-from-work injury incidence rate.** A day-away-from-work injury is an injury that prevents an employee from returning to their next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.

The Proposal must provide the following additional information pertaining to factors or events that have the potential to adversely impact the CM/GC's ability to perform its contractual commitments. If any of the questions below are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Proposer's responsibility to (1) describe in detail the unfavorable factor or event, and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Proposer's ability to perform its contractual commitments. Include the following information in Appendix B (Supporting Financial and Company Documentation):

- **Financial Condition.** Provide financial statements for the CM/GC for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year. For publicly traded companies, reference to US Securities and Exchange Commission 10-K filings and any recent 10-Q findings are adequate. For entities that are not publicly traded, provide audited financial statements for the

same period. If the CM/GC is a joint venture, LLC, or partnership, such financial statements must be provided for each partner or member.

- **Payment and Performance Bonds.** Provide a letter issued by the CM/GC's surety company to verify the availability of a bond of at least \$30 million for this Project. The surety must be authorized by law to do business in Utah and must have an A.M. Best Company Financial Strength Rating (FSR) of rating of no less than A-, IX or better. The surety company must be listed in the US Department of Treasury's Circular 570.
- **Insurance.** Provide a letter from the CM/GC's insurance company or broker stating its ability to acquire and provide the minimum limits for the required insurance provided in Attachment C Draft CM/GC Contract. The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of A-, IX or better and are duly licensed or authorized in Utah.
- **Legal Proceedings and Judgments.** List and briefly describe any pending or past (within five years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the CM/GC's general counsel.
- **Completion of Contracts.** Has the CM/GC failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past five years? If so, describe the circumstances.
- **Debarred from Bidding.** Has the CM/GC been debarred within the past five years, or is it currently under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.

### Key Firms

Identify and provide general information for any Key Firms (such as subcontractors and subconsultants) included on the Project Team. Include EMR safety records for the past three years for each Key Firm anticipated to be responsible for construction activities.

### **5.3.4 Part 3—Project Team Structure and Key Personnel**

Describe the structure and management of the Project Team. Note that any change in the Key Firms or Key Personnel included in the Proposal are subject to the provisions outlined in RFP Section 7.6 (Obligation to Keep Project Team Intact), which requires Owner approval of such changes.

### Project Team Structure

- Describe the scope of the CM/GC's and each Key Firm's services and responsibilities.
- Include organizational chart(s) showing reporting relationships and responsibilities of the CM/GC and Key Firms during Phases I and II.

### Key Personnel Experience and Qualifications

- Include organizational chart(s) identifying all Key Personnel (and their firm affiliations) and showing reporting relationships of all Key Personnel (along with their firm affiliations) during Phases I and II. Minimum Key Personnel include:
  - Project Director – Individual most responsible for successful delivery of the project.
  - Project Manager – Primary contact responsible for the overall delivery of the project including planning, design review, construction, and commissioning.
  - Preconstruction Manager – Individual responsible for constructability review, permit setup, cost estimating, procurement, Phase II construction price development, and other tasks as needed.
  - Construction Manager – Individual responsible for the delivery of the construction phase of the project; responsible for constructability reviews during design and managing the team resources and schedule to deliver the construction phase of the project.
  - Site Superintendent – Individual assigned to the project full time in the field to manage, make safe, and provide quality control for all construction activities, trades, subcontractors, and team field staff on the project site.
  - Quality Manager – Individual with overall responsibility for development, implementation, and management of the of the project quality plan.
  - Safety Manager – Individual with overall responsibility for project safety and development and implementation of project safety plan.
- Describe Key Personnel individual qualifications and experience and how it aligns with their proposed role. Specifically discuss Project Manager's experience leading similar teams.
- Provide resumes for all Key Personnel in Appendix C (Resumes). Resumes must be limited to two pages per individual and include:
  - Academic and professional qualifications

- Professional registration(s) (as applicable)
- Tenure with organization and industry
- Experience as it relates to the Project and to the individual’s specified role on the Project
- Describe how the Project Manager will ensure ongoing integration of CM/GC personnel with Owner and Design Engineer through both Phases I and II. Describe how the team will interact with each other, the Owner, and Design Engineer during both Phase I and Phase II, highlighting differences between phases.
- Describe how the Project Team’s qualifications and experience are of unique benefit to the Project in light of the Proposer’s Project approach described in Part 5.

### **5.3.5 Part 4—Relevant Project Experience**

- Describe the performance history and experience of the Project Team on similar projects, including a description of past working relationships.
- The Proposer shall submit a minimum of three and up to five reference project descriptions to demonstrate relevant experience with projects of similar scope and scale for municipal clients in the United States, completed in the last seven years, with a preference for collaborative delivery projects.
- Each project description shall contain at least the following information:
  - Project name and location
  - Name of owner
  - Owner reference and contact information
  - Delivery model
  - Role of CM/GC and/or Key Firm(s)
  - Initial and final contract value and reason for change
  - Scheduled and actual completion dates
  - Description of the project showing relevance to this project
  - Names of Key Personnel that participated in project and are included in this Proposal, along with a clear description of the roles and responsibilities of each
- Provide a one-page summary table to cross-reference the Project Team (CM/GC, Key Firms, and Key Personnel) with participation in the reference projects.
- Identify any contracts that were not completed within the last five years with an explanation regarding non-completion.

### 5.3.6 Part 5—Project Approach

Provide a conceptual description of the CM/GC's approach for managing and performing its services during both Phase I and Phase II. Specifically address the following:

#### Project Understanding

- Discuss work elements critical to the project's success and your approach to managing these elements and mitigating risks for project success.
- Identify specific constructability and value engineering ideas that may enhance ability to meet project objectives.

#### Management Approach and Schedule

- Discuss your approach to establishing a collaborative relationship with the owner and design engineer during Phase I.
- Describe the process for developing the cost model and Phase II construction price proposal. Include your approach to risk management, open-book pricing, and contingency development.
- Describe your procurement approach, including initial thoughts on packaging and self-performance. Describe which components of the project you propose to self-perform and your plan to demonstrate best value for any work self-performed.
- Describe your approach to maximizing the use of qualified, local contractors on the project.
- Describe your approach to steep slope constructability, specifically across a steep slope.
- Discuss your approach and capacity to complete Phase II in a timely manner to meet the proposed substantial completion date. Identify opportunities to optimize project schedule with appropriate phasing, early-out equipment and/or construction packages, and any other methods.
- Discuss your approach to managing critical permitting timelines and/or requirements.
- Describe your approach to maintaining facility operations during construction.
- Describe your approach to cost control during Phase II.

### 5.3.7 Appendix A—Supporting Financial and Company Documentation

Appendix A must include all information required in Section 5.3.3 of this RFP.

### **5.3.8 Appendix B—Resumes**

Appendix B must include resumes for all Key Personnel in the Proposal, per requirements of Section 5.3.4 of this RFP.

### **5.3.9 Appendix C—Draft CM/GC Contract Comments (optional)**

Proposers may include in Appendix C a detailed markup of the Draft CM/GC Contract (including its exhibits), setting forth all revisions requested by the Proposer. Such comments may take any form that is convenient to the Respondent, including a tracked-changes markup of the draft in RFP Attachment C.

Appendix C (if included) must explain the rationale for proposed revisions and the associated benefits to the Owner. Proposers are encouraged to suggest revisions that would more efficiently allocate risk, improve the parties' understanding of risk allocation, and improve clarity of any terms of the Draft CM/GC Contract where ambiguities or uncertainties may arise in their application or interpretation.

The Owner is not obligated to accept any of the requested exceptions, modifications, additions, etc., submitted by the Proposer in the Draft CM/GC Contract comments when negotiating and finalizing the CM/GC Contract. Furthermore, the Owner may request additional revisions during negotiations and before finalizing the CM/GC Contract. Although the Owner will undertake negotiations of the CM/GC Contract, the CM/GC Contract will be treated as a de facto offer that the Owner can accept as is, which would result in a binding contract between the CM/GC and Owner without further negotiations or revision.

### **5.3.10 Appendix D—Pricing Information**

The Proposer must complete RFP Attachment F (Pricing Information Form)—with all required pricing information—and include it as Appendix D (Pricing Information). The scope of CM/GC services for which pricing is required is defined in RFP Attachment B (Scope of CM/GC Services) and RFP Attachment C (Draft CM/GC Contract). The cost information provided in the Pricing Information Form shall be based upon an assumed Project cost and schedule as defined in Section 2 of this RFP.

In scoring the pricing information, Owner will consider the Phase I not-to-exceed price.

Please be advised that the Owner is not interested in proposed fees or rates that provide excessive discounts from the CM/GC's anticipated actual costs for the requested services. If Owner determines (at its sole discretion) that the fees and rates included in a Proposal are unacceptably below industry norms or that a Proposer's fees and rates are substantially or unacceptably below other Proposals, the Owner may (at its sole discretion) either declare that Proposal to be nonresponsive or seek additional detailed information from that Proposer concerning the cost basis for its pricing information, prior to rendering a decision on the Proposal's responsiveness.

## **6 Proposal Evaluation and Selection**

### **6.1 General**

The Proposals will be reviewed and evaluated by the Owner's selection committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this RFP Section 6. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Proposers regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. In addition, the Owner may require that all or a limited number of Proposers participate in interviews.

### **6.2 Responsiveness**

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as nonresponsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a deficiency.

### **6.3 Minimum Requirements (Pass/Fail)**

Each responsive Proposal will be reviewed to determine whether it meets the minimum requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any Proposal that does not satisfy all of the following minimum requirements may be rejected:

- Ability of the CM/GC to demonstrate it has bonding capacity in the amount of \$30 Million
- Ability of the CM/GC to demonstrate it can provide the required insurance coverage
- Debarment status
- Licensing and registration. The CM/GC and other Key Firms included in the Proposal must be licensed in Utah for the type of work to be performed.

## 6.4 Evaluation Criteria

The selection committee will evaluate and rank the responsive Proposals that satisfy the minimum requirements by applying the weighted comparative evaluation criteria set forth below. Proposers will also be required to demonstrate they meet certain minimum qualifications indicated as pass/fail elements.

**Transmittal Letter** **Not Scored**

**Part 1—Executive Summary** **Not Scored**

**Part 2—CM/GC Profile and Key Firms**

- Scored Criteria [10%]
  - CM/GC Profile
    - General Information
    - CM/GC Legal Structure
    - Financial Condition
    - Legal Proceedings & Judgements
    - Completion of Contracts
    - Project Office Location
    - Safety
  - Key Firms
    - General Information
    - Safety
- Pass/Fail Criteria—Appendix A—Supporting Financial and Company Documentation **Pass/Fail**
  - Performance and Payment Bonds
  - Insurance
  - Debarment
  - Licenses

<b>Part 3—Project Team Structure and Key Personnel</b>	[27%]
<ul style="list-style-type: none"> <li>• Project Team Structure</li> <li>• Key Personnel Experience and Qualifications</li> </ul>	
<b>Part 4—Relevant Project Experience</b>	[13%]
<ul style="list-style-type: none"> <li>• Performance History and Experience</li> <li>• Relevant Project Experience</li> </ul>	
<b>Part 5—Project Approach</b>	[42%]
<ul style="list-style-type: none"> <li>• Risk Mitigation</li> <li>• Constructability (emphasis on steep slope work)</li> <li>• Collaboration Approach</li> <li>• Cost Model</li> <li>• Procurement and Value Engineering</li> </ul>	
<b>Appendix A—Supporting Financial and Company Documentation</b>	<b>Scored as part of Part 2</b>
<b>Appendix B—Resumes</b>	<b>Scored as part of Part 3</b>
<b>Appendix C—Draft CM/GC Contract Comments (optional)</b>	<b>Not Scored</b>
<b>Appendix D—Pricing Information</b>	[8%]

In ranking the Proposals and interviews, the selection committee will use a 100-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above.

## 6.5 Selection

After the evaluation process is complete, the top-ranked Proposer will be either selected for contract award based on its CM/GC Contract comments or offered the opportunity to negotiate the final terms of the CM/GC Contract. If negotiations with the top-ranked Proposer are not successful, the Owner may either select or negotiate with the second-highest-ranked Proposer (and so on for lower-ranked Proposers until either a contract is reached or negotiations with all ranked Proposers end). The Owner will notify all Proposers of the rankings following confirmation of award. At any time prior to CM/GC Contract execution, the Owner also has the option to have the Design Engineer complete the design and then to proceed as with a traditional design-bid-build procurement.

## 7 Conditions for Proposers

### 7.1 Owner Authority

Owner is a Utah special district governed by Title 17B of the Utah Code, and specifically Chapter 1 and Chapter 2a, Part 6. The procurement process for this Project is authorized under Title 63G, Chapter 6a of the Utah Code, and specifically Part 8.

### 7.2 Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory capacity to the Owner for this Project and are therefore not eligible to assist or participate with any Proposer that submits a Proposal for the Project.

- Bowen Collins & Associates
- Gerhart Cole, Inc.

### 7.3 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of Proposals and award of the CM/GC Contract, Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the CM/GC Contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a Proposal and accept and review a nonconforming Proposal.
- Suspend and terminate the procurement process or terminate evaluations of Proposals received.
- Permit corrections to data submitted with any Proposal.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.

- Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.
- Reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP or otherwise not acceptable to the Owner.
- Conduct an independent investigation of any information, including experience, included in a Proposal by contacting Project references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Proposer during the evaluation of its Proposal.

## **7.4 Obligation to Keep Project Team Intact**

Owner expects all Key Firms and Key Personnel proposed to be available to provide services for this Project. Proposers are advised that all Key Firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project.

Key Personnel are committed to the Project and changes may not be accepted, unless they no longer work for the firm or Owner otherwise agrees that a change is appropriate. (The anticipated dates for award of the CM/GC Contract and for completion of the Project are set forth in Section 2.5 of this RFP.) If extraordinary circumstances require a change, it must be submitted in writing to the Owner contact, who, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the CM/GC's control.

## **7.5 Addenda**

If any revisions to the RFP or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner may issue written addenda. The Owner will issue any such addenda through U3P. It is each Proposer's responsibility to obtain all addenda prior to submitting its Proposal.

## **7.6 GRAMA**

Owner is subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101, et. seq. (GRAMA). If a Proposer claims any portion of their Proposal contains proprietary information, they are responsible to understand and implement any protection provided by GRAMA. Owner will not be bound by any

instructions, etc. contained in a Proposal, but rather, will only be governed by GRAMA and Owner's GRAMA regulations. All materials become the property of Owner and may be returned at Owner's option.

## Attachment A—Definition of Terms

The definitions of some of the terms used in this RFP are presented below:

**CM/GC**—Both the construction manager/general contractor delivery method and the entity that will enter into the CM/GC Contract with the Owner and that will be the single point of accountability to the Owner for delivery of the services and the Project. The term *CM/GC* can refer to either a single entity or a joint venture.

**Contract Documents**—The contract documents comprise the items listed in the Draft CM/GC Contract (RFP Attachment C).

**Design Engineer or Engineer**—The engineering firm that will provide professional design services and have responsible charge of the design, including preparation of the construction documents. The terms Engineer and Design Engineer are used interchangeably.

**Draft CM/GC Contract**—The draft contract, including all of its exhibits, presented as RFP Attachment C (Draft CM/GC Contract).

**Key Firms**—Firms fulfilling the key roles that must be identified in Proposer's Proposal and are committed to work on the Project if Proposer is selected as the CM/GC.

**Key Personnel**—The individuals, employed by the CM/GC or Key Firms included on the Project Team, who would fill certain key roles in delivery of the Project and related services, including the positions described in the RFP.

**Minimum Requirements**—The requirements set forth in RFP Section 6.3 that, at a minimum, must be satisfied (or waived by the Owner) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.

**Owner**—Metropolitan Water District of Salt Lake & Sandy. Also referred to as Metro Water.

**Project**—Raw Water Little Cottonwood Conduit Replacement Project. Also referred to as RWLCC Replacement Project.

**Project Team**—The CM/GC, Key Firms (such as subcontractors and subconsultants), and Key Personnel identified in the Proposer's Proposal.

**Owner's Project Team** – Owner, Owner's Advisor, and Engineer are collectively known as the Owner's Project Team or OPT.

**Proposal**—A response to this RFP, submitted by a Proposer for the Project.

**Proposer**—The CM/GC entity responding to this RFP by submitting a Proposal.

## **Attachment B—Scope of CM/GC Services**

Note: Attachment B and Exhibit A of Attachment C are the same document.

## **Attachment C—Draft CM/GC Contract**

Included with the Draft CM/GC Contract are both 00700 Standard General Conditions of the CM/GC Contract (00700) and Supplementary Conditions of the CM/GC Contract (00800).

Note: Attachment B and Exhibit A of Attachment C are the same document.

## Attachment D—Project Background Documents

Proposers shall review the index of Project background documents to support Proposal development and during Phase I. The Owner may also update the index of Project background documents from time to time with new information via addenda to the RFP or during Phase I.

Document Number	Document Title
001	30% Preliminary Design Documents

Upon execution of a Phase I Agreement between the Owner and the CM/GC a Non-disclosure Agreement (NDA) will also be signed. A Draft NDA is included with Attachment E.

## **Attachment E—Non-Disclosure Agreement**

Upon execution of a Phase I Agreement between the Owner and the CM/GC a Non-disclosure Agreement (NDA) will also be signed.

## **Attachment F—Pricing Information Form**

The Proposer must complete the Pricing Information Forms on the following page with all required cost information and include it in Appendix D of the Proposal. Pricing information includes the following:

1. Phase I Services Fee
  - a. Hourly rates provided are binding and will be used in preparation of the Phase I contract.
  - b. Estimated hours will be used as reference when preparing the Phase I contract.
  - c. The total cost for Phase I services is binding.

# Pricing Information Form

## Phase I Services

The scope and anticipated schedule of the CM/GC contractor services for which pricing is required is defined in Exhibit B of the Draft CM/GC Contract (Attachment C of this RFP). Costs shall be broken down by task and input into Table 1 – Compensation for CM/GC Services. Proposers shall include rates, estimated hours, and total costs for Key Personnel and additional staff that will support Key Personnel during Phase I in Table 2 – Table of Costs.

Tables may be re-created for convenience and formatting.

**Table 1 - Compensation for CM/GC Services (Table 2 from Draft CM/GC Agreement Exhibit B)**

Row	Row Title	Calculation
1	Total Cost for CM/GC Basic Preconstruction Services	[Enter Amount]
2	Total Cost for CM/GC Additional Preconstruction Services	[Enter Amount, if any]
3	Total Cost for CM/GC Preconstruction Services	(1 + 2)
4	Total Cost for CM/GC Basic Procurement Services	[Enter Amount]
5	Total Cost for CM/GC Additional Procurement Services	[Enter Amount, if any]
6	Total Cost for CM/GC Procurement Services	(4 + 5)
7	Total Cost for CM/GC Services	(3 + 6)

**Table 2 – Table of Costs (Table 3 from Draft CM/GC Agreement Exhibit B)**

<i>Key Personnel</i>	<i>Rate (\$)</i>	<i>Hours</i>	<i>Total (\$)</i>
<i>Additional Staff</i>	<i>Rate (\$)</i>	<i>Hours</i>	<i>Total (\$)</i>
<i>Expenses</i>	-	-	
<b>Total</b>			

By signature hereon, the Proposer’s authorized agent (“Agent”) certifies that all necessary corporate acts have been taken to authorize the Agent to sign this document and that all information provided in the Pricing Information Form are an accurate representation of the information the Proposer is providing.

Proposer Name: \_\_\_\_\_

Signed by (Authorized Agent): \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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