



REQUEST FOR QUALIFICATIONS:

2018 WESTSIDE DISTRICT URBAN PARK

CONSTRUCTION MANAGER / GENERAL CONTRACTOR
(CM/GC) SERVICES

PROPOSALS DUE DECEMBER 8, 2017 BY 3 P.M. local time

November 22, 2017

Dear Proposer:

Capital City Development Corporation (CCDC) will accept submissions about qualifications to perform Construction Manager / General Contractor (CM/GC) services for its 2018 Westside District Urban Park project. Proposer must be licensed in Idaho with both construction manager and public works contractor licenses.

CCDC plans to hire a CM/GC to deliver a high quality public open space in the Westside Urban Renewal District. This project will incorporate construction of standard and custom park and plaza improvements as well as streetscape improvements in ACHD public rights-of-way. In accordance with the Qualification Based Selection process set forth in Idaho Code § 67-2320, CCDC is seeking proposals from qualified companies to provide CM/GC services to assist with this project.

Written proposals will be received at the offices of CCDC, 121 N. 9th Street, Suite 501, Boise, Idaho 83702 until **3:00 p.m. local time, Friday, December 8, 2017**. Proposals will be evaluated on the basis of qualifications as specified in this Request for Qualifications (RFQ). A selection committee will evaluate each of the proposals and may choose to conduct interviews with one or more Proposers.

CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of the RFQ and the receipt and evaluation of sealed proposals does not obligate CCDC to award a contract. CCDC will pay no costs incurred by Proposers in responding to this RFQ. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

NOTE: A Pre-Proposal Meeting will be held at the CCDC offices at **10 a.m. on Thursday, November 30, 2017**. Attendance by the Proposers is strongly recommended but not required.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.



Mary Watson
General Counsel | Contracts Manager



121 N 9TH ST, SUITE 501 BOISE, ID 83702
208-384-4264 WWW.CCDCBOISE.COM

PROJECT INFORMATION

1.1 Background

In February 2017 the City of Boise adopted the Downtown Parks and Public Spaces Master Plan. The plan recommends a large public space near the intersection of 11th Street and Bannock Street, noting it is a catalytic project needed to meet the growing range of needs and desires for public life in the Westside District of downtown Boise. Since the City's adoption of the plan, CCDC and private parties have developed a concept plan for an urban park poised to activate commercial and residential development around the project site.

The park will be built as part of a public/private partnership between CCDC, the City of Boise, and Rafanelli & Nahas. This partnership group is referred to throughout this RFQ as the Owners. CCDC will act as lead for the design and construction of this park. The City of Boise is funding a portion of the project costs and will become the long term owner/operator of the public space once completed. Rafanelli & Nahas is contributing the land for the project. All three entities will be closely involved in the development of the design and construction.

Jensen Belts Associates PLLC is the lead design consultant responsible for coordinating the planning, design, permitting, and construction administration. That role includes meeting with public agencies and private stakeholders to coordinate design and gain approvals as well as working closely with the CM/GC during pre-construction and construction phases. Quadrant Consulting is providing surveying civil engineering services.

1.2 Contemplated Improvements

The site area is the north half of the city block bounded by Bannock Street, 11th Street, Idaho Street, and 12th Street. The vision is to create a distinctive, urban open space, a neighborhood draw, a place for people to connect with the outdoors on a daily basis, and a hub for community events. The desire is that it will become a commons for the office workers, residents, shoppers, and visitors to the west side of downtown. It also will be a catalyst for high-quality, mixed-use development on the neighboring undeveloped surface parking lots.

Initial construction cost estimates range from \$4 million to \$4.5 million. Available funding to construct this project is approximately \$2.5 million. CCDC is seeking the CM/GC project delivery method to assist in reconciling the scope with the budget and construct a final design.

The concept plan's key features include: plaza hardscape, formal and informal landscaping, mist fountain, informal play features, public restroom building, outdoor lighting, high end furnishings, seat walls, flexible parking, streetscapes that are compliant with the City of Boise's Downtown Boise Streetscape Standards, mid-block crossing pedestrian enhancements, vehicular parking, and alley surface improvements. It's expected that some of these features will be eliminated, greatly diminished, or planned as a later phase to bring construction costs into budget.

1.3 Project Schedule

Pre-construction is expected to begin in mid-January 2018 and continue until the last GMP is approved – estimated August 2018. Construction is expected to begin August 2018. Please review Exhibit C Project Timeline for more information.

1.4 CM/GC Scope of Services

All CM/GC contracted services must be performed by staff properly licensed in the State of Idaho. The following services are anticipated in the CM/GC Services agreement with CCDC. The descriptions are illustrative in nature and not exhaustive. The actual scope of services will be negotiated after this RFQ selection process has been completed.

Preconstruction Phase, for Design and Bidding and Long Lead Procurement Services:

- Work with CCDC staff, the Owners, and the design team to review the project and visit the work areas to become familiar with the project;
- Work cooperatively with other agencies including the City of Boise (Planning and Development Services, Public Works, and Parks and Recreation Departments) and the Ada County Highway District, as well as property owners of adjacent active development;
- Review draft design drawings and specifications to identify clarity and constructability issues; provide cost estimates as needed;
- Work with staff to develop a project schedule and refine the logistics plans;
- Develop and obtain trade contract scopes and other contract documents;
- Obtain competitive bids for all the work, materials, and equipment; conduct pre-bid meetings and site tours;
- Work with CCDC staff, the Owners, and the design team to address questions, issue addendums, and publically open bids;
- Procure long-lead material items such as specialty site furnishings, light poles, and permeable pavers;
- Work with CCDC staff, the Owners, and design team to value engineer the design and reconcile budget overruns as needed;
- Research and coordinate with specialty contractors and vendors on specialized items such as suspended pavement systems and permeable paver systems; and
- Work with CCDC staff to derive and negotiate project Guaranteed Maximum Price.

Prior to release of the first package for the subcontractor bidding, the CM/GC shall submit a bid package estimate that itemizes all bid packages to be bid and awarded and which includes the CM/GC's estimate of the cost of each bid package. As permitted by the Owner, the bid package estimate will include line items for any work the CM/GC proposes to self-perform. The CM/GC's overhead, profit, and contingencies shall be identified in separate line items. The total of the bid package estimate shall equal the construction cost on the CM/GC's most recent estimate.

Construction Phase Services:

- Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:
 - Manage the construction process including the coordination, planning, trade contractor management, manage submittals, and requests for information;
 - Review and negotiate change orders, coordinate safety programs, resolve issues and claims;
 - Conduct and coordinate inspections, review and pay trade invoices, update construction schedules;
 - Conduct coordination meetings;
 - Maintain records, record documents and manuals, develop and monitor punch list, coordinate and assist with warranty corrections;
 - Coordinate with the Owner's project manager and design team; and

- Plan and provide general condition services such as superintendence, mobilization, storage areas, staging, et cetera.
- Obtain permission and coordinate access with public and private property owners implicated by the construction activity.

1.5 Special Instructions

Throughout the project, the CM/GC shall provide CCDC with professional construction management and contractor services and represent CCDC's interests in completing the project on time, within set budgets, and as planned with minimum difficulties. It is anticipated that a contract based on ConsensusDocs will form the basis of agreement for CM/GC services to be entered into for the project; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by the parties.

GENERAL CONDITIONS

2.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to select a company capable of providing the CM/GC services outlined within this proposal. The CM/GC ranked highest will be approached to negotiate the contract(s) necessary for this project. If a contract cannot be negotiated, CCDC will then approach the next highest ranked company to negotiate the contract.

2.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the proposals received, to request additional data and information from any and all Proposers, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

2.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which that is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Proposer claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Proposer must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Proposer expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Proposer’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

2.4 Insurance

Prior to executing any contract for CM/GC services with CCDC or commencing any work under the contract, the CM/GC will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name CCDC as the named insured, and the CM/GC will maintain these minimum insurance coverages during the entire term of the contract:

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000.00). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000.00) on an occurrence basis (not a claims-made basis).
- c. Automobile Insurance coverage with minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned, and hired vehicles.
- d. Worker’s Compensation Insurance in an amount as required by statute and Employer’s Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, for all of the company’s employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC company will require Subcontractors and trade contractors similarly to provide Worker’s Compensation and Employer’s Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.

2.5 Bonding

As the General Contractor, the CM/GC must have the capability to bond for 100% of the contract price of the project estimated at the time the contract is negotiated and until such time that the entire project bids, the overall Guaranteed Maximum Price (GMP) for the work is established, and the bond is delivered to CCDC.

Proposer shall indicate within their cover letter that they certify that they have the bonding capacity to meet the requirements of this RFQ.

The performance and payment bonds shall be AIA Document A312 (1984 or the most recent edition) or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to CCDC and authorized to do business in the State of Idaho.

2.6 Taxes

CCDC is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by CCDC. Items purchased by CCDC and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's pricing.

2.7 Legal Residency Requirement

By submitting a proposal, the Proposer attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the company will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

2.8 Dual-Capacity License Requirements

Proposals will be accepted from Idaho licensed construction managers and the company of which they are a principal or full-time employee who, prior to the proposal deadline, also have a valid public works contractor license as a general contractor pursuant to Idaho Code § 54-1902. Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved, and the general contractor must perform at least 20% of the work under contract.

SUBMISSION PROCESS

3.1 Proposal Information

The submission package or envelope must be sealed and plainly marked for delivery as follows:

Capital City Development Corporation
Attn: Mary Watson, General Counsel
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Mark the proposal "CM/GC: 2018 WESTSIDE DISTRICT URBAN PARK - SEALED PROPOSAL ENCLOSED" somewhere on the outside of the envelope. Don't forget to sign your proposal. Unsigned proposals will not be accepted.

Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted. DO NOT EMAIL OR FAX YOUR PROPOSAL.

PROPOSAL DEADLINE is 3:00 p.m. local time, Friday, December 8, 2017

Proposer assumes full responsibility for the timely delivery of its proposal package to CCDC. Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of CCDC and will not be returned.

3.2 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held at the CCDC offices at 10 a.m. on Thursday, November 30, 2017. Attendance by the Proposers is strongly recommended but not required.

3.3 Forms to be Submitted

Proposers must submit the following completed forms by the proposal deadline:

- RFQ Submittal Cover Sheet – Attached to this RFQ as Exhibit A
- RFQ Waiver and Release – Attached to this RFQ as Exhibit B
- ONE (1) signed original proposal
- FOUR (4) printed copies of the proposal
- a digital (PDF) version of the entire proposal on *either* one (1) flash drive or one (1) compact disk.

Failure to submit all requested information may render any proposal unresponsive and void.

3.4 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Proposer will be available to all other Proposers if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Proposers. It is the Proposer's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

3.5 Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the Proposer prior to the submission deadline set forth in this RFQ. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation purposes.

REQUIRED CONTENT, EVALUATION, AND SELECTION

4.1 Required Proposal Submission Format

The Proposal format described here is meant to allow uniform review and easy access to information by the evaluation committee. Proposals not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

Proposers are invited to include information about innovative methods and/or procedures which they can provide to assist in ensuring successful completion of this project. Unique qualities and/or capabilities and cost efficiencies may be identified. For each of the specific areas listed below, Proposers should include a description of qualifications to serve as a CM/GC.

Submittal package must include the following information in the sequence set forth below. Proposers acknowledge they will be ranked according to articles below, with points applied per article (200 points total):

RFQ Submittal Cover Sheet (Exhibit A) 5 Points

RFQ Waiver and Release (Exhibit B) 5 Points

Signed Cover Letter – limit one page 0 points

A signed letter briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, and a statement as to why the company believes it is qualified to perform CM/GC services for the project. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal. Also, Proposer shall certify that they have the bonding capacity to meet the requirements of this RFQ.

Detailed Proposal – organized with the following information:

a. Company Profile: Describe the company's history, size, resources, philosophy of service, typical volume of work, and construction management techniques and methods. Describe how your particular expertise, experience, techniques, and culture can be an advantage to CCDC in completing this project. 20 Points

b. CM/GC Approach: Describe the company's philosophy and approach to providing CM/GC services. Include a description of how the company will work to successfully meet CCDC's needs from design through construction in a seamless, efficient, and non-disruptive manner. Identify the activities that you see as being most important to the success of the project and elaborate on the anticipated benefits of these activities to the project. 40 Points

c. Project Manager/Point of Contact: A dynamic, well organized, and experienced team is needed for this high profile and complicated project. Identify the personnel to whom construction management responsibility will be assigned by names, titles, roles, qualifications, years of experience, relevant project experience, and resumes. Include personnel information for both pre-construction and construction services and describe why the specific personnel were selected for inclusion on the team. 40 Points

d. Budget Control: Submit detailed information of how your company provides and periodically updates cost estimates and participates in Value Engineering; specifically describe the role of your company in the decision making process when cost overruns are anticipated. Describe how your company tracks and reports construction costs, including line item costs for each bid package, fees, permits, reimbursable costs, CM fees, and all other project costs. Finally, describe how your company would administratively manage, track, and invoice for the various separate cost categories that comprise the Total Contract Cost. 20 Points

e. Scheduling: The schedule for this project is extremely important. Outline your company's understanding of the local construction market as it relates to this project and how your company will ensure the proposed staff will be available at the proper times to complete this project on schedule. Include explanations of your existing and upcoming projects within the area, sub-contractor availability, and approaches to reach-out/solicit to sub-contractors. Describe the primary scheduling techniques the company uses and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on complex, multi-phase projects. Discuss in detail how you intend to enforce contract schedule compliance. 20 Points

g. Previous Similar Experience: List the company's experience for the five (5) most similar projects (in terms of size, nature and complexity) completed within the last 10 years. Projects including green storm water infrastructure, suspended pavement systems, public plazas, and downtown streetscape improvements are of particular interest. Clearly identify the project scope, cost, and the company's responsibilities on the project, and identify the year each project was completed. For each project, provide a reference contact name, title, and phone number, and role on the project. Please focus on company experience – do not include individual experience for projects performed while individuals were employed by other companies. As applicable, describe the company's systems approach, including a management plan and project management control systems that will be used on this project for CCDC. Include Idaho Public Works Construction Manager License information and resumes. 50 Points

4.2 Evaluation of Proposer

Proposals will be evaluated based on the Proposer's response and qualifications by a selection committee that may include CCDC employees and consultants. Before a company is selected, CCDC may conduct reference investigations. CCDC may or may not conduct interviews in order to evaluate the performance record, the ability of the Proposer to perform the work, and the quality of the service being offered. By submitting a proposal, the Proposer authorizes CCDC to conduct reference investigations and interviews as needed where the Proposers will be evaluated based on the information described in this RFQ.

4.3 Qualification Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Final selection is made by the CCDC Board of Commissioners. CCDC has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. It is the Proposer's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Proposers

in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Proposer to meet applicable requirements.

4.4 QUESTIONS

Direct questions to: Mary Watson, CCDC General Counsel | Contracts Manager
(208) 384-4264 or mwatson@ccdcboise.com

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Project Timeline

END of RFQ

EXHIBIT A

**RFQ: CM/GC SERVICES – WESTSIDE DISTRICT URBAN PARK
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation
Attn: Mary Watson, General Counsel | Contracts Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Company officer responsible to CCDC for CM/GC services contemplated by this RFQ:

SIGNATURE: X _____

Print Name and Title: _____

License Information: Idaho Public Works Contractor License # _____

Idaho Public Works Construction Management License # _____

held by _____ (name of licensed CM who will be responsible).

EXHIBIT B

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

The undersigned has read this waiver and release and fully accepts the Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualification based selection process in response to the Request for Qualifications (RFQ) to select a company to supply CM/GC services to CCDC for the project.

- A. Discretion of CCDC: The firm or individual submitting a response to this CM/GC RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
- 1) Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the CM/GC services RFQ;
 - 2) Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer's capability and experience for supplying CM/GC services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
 - 3) Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to select a CM/GC firm and any response by any Proposer thereto;
 - 4) Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
 - 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.
- B. Non-Liability of CCDC:
- 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
 - 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Respondent's Signature: **X** _____

Print Name: _____

Print Title: _____

Name of Firm: _____

Date: _____

Westside Park Work Plan

as of November 6, 2017

EXHIBIT C

