

**South Dakota Science and Technology Authority**  
**Sanford Underground Research Facility**  
**Lead, South Dakota**

**Request for Proposal**  
**Construction Management at Risk Services for Maintenance Support Facility**  
**Contract # 2019-07**

The South Dakota Science and Technology Authority (SDSTA) is seeking to contract for Construction Management at Risk Services for the construction of a new Maintenance Support Facility at the Sanford Underground Research Facility in Lead, SD. This new maintenance facility will be used by SDSTA operations staff for equipment maintenance activities and for the warehouse function.

The purpose of this contract is to retain a Construction Management at Risk firm to provide both pre-construction and construction services for the project including, but not limited to, estimates of construction cost; construction scheduling; recommendations for constructability, support to project staff and consultants in design and scope integration; and development of an acquisition plan including delivery methods for construction of the project. At the conclusion of design development, the Construction Manager at Risk (CMAR) may be retained to provide all services to complete the scope of work within the defined schedule and budget. Documents incorporated into this Request for Proposal include the following Exhibits:

- A. Draft Contract (2019-07, to be released by 4/19/19)
- B. Draft Construction General Conditions Agreement (to be released by 4/19/19)
- C. Bid Security Form (to be submitted with proposal)
- D. Payment and Performance Bond Form (informational - to be submitted with contract)
- E. Contractor Pre-Qualification & EHS Questionnaire
- F. Maintenance Support Facility Conceptual Design
- G. Existing Building Framing and Foundation Plan
- H. Demo Plan from Conceptual Design

## **1. General Summary**

This request for proposal is for Construction Management at Risk Services from a firm who will work with SDSTA and the Architect/Engineer (A/E) team. SDSTA seeks a Construction Manager at Risk with relevant construction experience, dedication to the collaborative process, dedication to EHS Management, and the ability to work with design engineers, architects, city personnel, and SDSTA to achieve the proposed project within the available budget. An architecture firm (Williams & Associates Architecture, Inc) has been selected for this project and has completed a conceptual design as provided in Exhibit F. SDSTA will provide overall project management and this architecture firm will provide certain post-construction award administration services for SDSTA.

The selected CMAR will work with SDSTA, the design engineers, and the architect throughout the design process to prepare estimates of construction cost and schedule for the project. The CMAR will make recommendations for constructability, cost, and schedule and will develop an acquisition plan which includes the delivery methods for construction of the project and subcontracts for various trades. The CMAR will also be responsible for the removal of the existing building concurrent with these final design activities.

At the conclusion of design development, SDSTA may extend the CMAR's scope of work to include

follow-on construction activities, including foundation site work and facility completion. The CMAR will secure bids from qualified contractors (including the CMAR's bids for any work that is desired to be self-performed) with the aim of establishing the final contract price. The bidding process will be fully open to SDSTA for review to ensure a fair and open competitive process. During construction, the CMAR will manage the construction process to ensure quality control, the creation of a quality product with minimal changes, and adherence to the agreed budget and guaranteed maximum price.

## **2. Scope of Work for Construction Management at Risk Services**

The following scope of work is required, and the proposer's proposal must be based on this scope of work. Proposers may propose, and are encouraged to propose, alternates to the work based on their experience and knowledge; however, the proposal must directly correlate to the scope outlined below. It is understood that different proposers may have different techniques, approaches, and alternatives that benefit SDSTA. These perspectives are encouraged within the parameters defined herein and identified as such in the proposal.

The Maintenance Support Facility Project will be completed in three phases:

Phase 1: Pre-construction Services and Demolition

Phase 2: Site Foundation Work

Phase 3: Construction Services

- 2.1. Phase 1: Pre-construction and Demolition. This scope of work is to serve as project manager for demolition of existing buildings on the proposed site and to provide pre-construction design assistance for the Maintenance Support Facility to the A/E team. The initial contract will be solely for pre-construction services and demolition. Project milestones for the initial contract are defined as follows:

- Demolition
- Preliminary (60%) Design (Design Development)
- Guaranteed Maximum Price (GMP)
- Pre-final (90%) Design
- Final (100%) Design (Construction Documents)

It is advantageous and desired by SDSTA to start the demolition work concurrent with the design development and to have demolition complete before the 90% Pre-final Design milestone.

- 2.2. Phase 2: Site Foundation Work. A second contract will be released for the site foundation work. This work package is planned to advance ahead of the larger construction services contract (Phase 3) so that site work may begin before the completion of the final design of the new building.
- 2.3. Phase 3: Construction Services. Upon completion of the first two project phases, this contract may be extended for facility completion. The contract extension will be based on performance, cost reasonableness, and availability of funds.
- 2.4. Cost Consulting

A cost estimate is required at approximately 60% Preliminary Design (Design Development) completion. The CMAR's estimates will be compared to the A/E team's design and cost estimate, and a reconciliation process and value engineering process with the design team will be conducted at this milestone. Proposers must attend this two-day reconciliation meeting. This project is funding limited, and therefore the preliminary design cost estimate will inform the team of any scope modifications that may be necessary to stay within the maximum budget. The CMAR will coordinate closely with the architect to evaluate costs associated with design changes and ensure

that the project remains within the budget. Following this 60% Preliminary Design (Design Development) reconciliation process, the CMAR is required to provide a guaranteed maximum price (GMP).

#### 2.5. Constructability

A constructability analysis will be performed and provided in memorandum form following the 60% Preliminary Design deliverable. This memorandum will contain a written description of the CMAR's understanding of the project, approach for construction of the significant scope elements (civil, structural, MEP), and recommendations for design modifications to improve constructability. Following Preliminary Design, the CMAR will coordinate closely with the architect to evaluate impacts on constructability for design modifications.

#### 2.6. Construction Schedules

A construction schedule shall be provided at the 60% Preliminary Design milestone and updated at the 90% Pre-final Design milestone. This schedule will be reconciled with the designers and included in the value engineering analysis. The CMAR will coordinate closely with the architect to evaluate schedule impacts associated with design changes and ensure the project remains within the schedule targets.

SDSTA may elect to advance a site foundation package in consultation with the CMAR. The CMAR may be asked to provide a proposal for this scope of work in advance of the rest of the construction project.

#### 2.7. Acquisition Plan

The CMAR will create a plan for acquiring construction services, bid and award strategies, scope packaging, and SDSTA oversight. A draft acquisition plan will be delivered at the 60% Preliminary Design deliverable milestone. This plan shall be finalized no later than the conclusion of the 100% Final Design milestone to identify all long lead procurements.

#### 2.8. Meetings

The CMAR will attend meetings with SDSTA and the A/E design team two times per month during design. The CMAR will lead weekly meetings during the construction phase and prepare meeting agendas and meeting minutes.

#### 2.9. Permitting

The CMAR will procure and manage all permitting and inspections necessary for the construction process up to and including an occupancy permit.

#### 2.10. Submittal Formats

The format for all submittals and documentation will be in a mutually agreeable form proposed by the selected CMAR and approved by SDSTA. Below are some general guidelines to be confirmed with the selected CMAR:

- 2.8.1 Drawings are to be submitted in paper and electronic form. Electronic form is to be in the latest version of AutoCAD and Adobe Acrobat (.pdf).
- 2.8.2 Reports and documentation are to be submitted in paper and electronic form. Electronic form is to be Adobe Acrobat (.pdf) and native file formats such as Microsoft Word, Excel, PowerPoint, etc.
- 2.8.3 All schedule information will be produced in a mutually agreeable format that is compatible with Primavera Contractor, P6.0, or P6 Web Applications. It will be provided in paper format and electronically in both Adobe Acrobat (.pdf) and Primavera P6 or

equivalent.

- 2.8.4 The construction project schedule must incorporate the entire scope of work within the CMAR's contract and must be produced in the Critical Path Method (CPM) with specified tasks and milestones. The cost estimate must incorporate the entire scope of work within the CMAR's contract and be provided in an agreed upon format to ensure work.

### **3. Submission Requirements**

The requested proposal submission is only for the first phase of the Scope of Work as detailed in Section 2.1 Please note there is a 50-page limit for each submission. A page is defined as 8.5" x 11" in size. Each printed side counts as one page.

Proposals should be provided in digital format as a .pdf file with standard letter size format, including font size no smaller than Arial 11pt, with the exception of schedule information, matrices, or diagrams that require a larger format layout, which shall not exceed tabloid size paper.

Proposals must include the cost for the scope of work outlined in Section 2.1 of this RFP. This includes all demolition costs, support during design, and development of firm proposals for the construction packages. An estimate of the actual construction cost is not required for this proposal. Proposers are encouraged to be specific in their proposal regarding the level of services and depth of product that will be delivered.

The submission must contain the following:

- 3.1 Resume(s) for all member(s) of each firm contained within the submission that will be involved with this project, with a description of their relevant experience and their role for this project.
- 3.2 Description and references for three projects of a similar size and scope on which these individuals have worked within the last five years. Provide information related to the awarded cost and the final actual costs for each project. Indicate if these projects were CMAR contracts.
- 3.3 A detailed description of and actual performance matrices of Environment, Health & Safety (EHS) for the three referenced projects. Provide a detailed description of the proposed approach to managing EHS for the SDSTA project.
- 3.4 An overview of the firm's quality management program.
- 3.5 If collaborating with another firm, references for projects of a similar size and scope on which these firms have consulted together within the last ten years. References included in 3.2 that also include these collaborations meet the intent of this requirement, and additional references are only required if both criteria are not met.
- 3.6 Description of management and communication processes for working with SDSTA and the A/E.
- 3.7 Description of the approach to cost and schedule control. What tools are used and how is information to be communicated to the project team and SDSTA?
- 3.8 Description of the firm's capacity for this project. Provide a list of major projects currently underway and those that are known to be upcoming that could provide a conflict with the ability to complete this project.
- 3.9 Provide a written description of the working relationship between each of the overall team members, including an organizational chart. Include the duration and legal nature of the relationship between any partnering firms. Provide a description of the primary points of contact from the proposed team to SDSTA, the proposed contractual point of contact, and the firm that will be submitting the invoices and handling the administrative requirements for the project.

Included in the description of the working relationship must be a detailed description on how the CMAR will provide integration of pre-construction services, approach to approvals, and construction services. Also, please include a description of how the pre-construction process will transition into construction. This description should include, but is not limited to, the following items:

- 3.9.1 How the proposed team will ensure an Integrated Project Delivery or Integrated Project Team process environment.
- 3.9.2 How the CMAR will assist the architect to make decisions that drive the design to the budget. Our implicit assumption is that this is a desirable alternative to cutting scope at each estimate deliverable.
- 3.9.3 How the CMAR will integrate scheduling of the design, procurement, shop drawing, fabrication, delivery, assembly and commissioning - what specific experience do the project manager(s) and superintendent(s) have working together with integrated scheduling?
- 3.9.4 How the CMAR plans to mitigate adverse weather conditions and the potential cost and schedule impacts that may arise due to weather.
- 3.9.5 What is the proposed team's procurement process? Which team members are involved and how?
- 3.10 Description of all work products for the initial phase of work described in Section 2.1 of this RFP, broken down by milestone.
- 3.11 Demolition work plan, including the approach to salvage or reuse of historic elements of the existing building to the greatest extent practical, particularly the large timbers.
- 3.12 Proposed work plan and schedule, including delivery of the work product during the pre-construction phases. Please include expected durations for tasks and details that define the proposed work process.
- 3.13 A detailed fixed price proposal for pre-construction services and demolition broken down by task as described in Section 2.1 of this RFP.
- 3.14 Based on current knowledge of the project, please provide a breakdown of expected general conditions, site overhead, and expected range of fees for a construction services agreement.
- 3.15 A letter signed by the principal in charge of the project stating that the pre-construction team, once fully assembled, will meet the stated goals as well as all laws and ordinances as described in the RFP, the required team members are available on the interview dates, and the team, if selected, will be ready to start their pre-construction work by June 3, 2019.
- 3.16 Indicate the name and license number for the entity licensed in South Dakota who will be signatory for demolition and other construction services, should this scope of work be extended beyond pre-construction services into a CMAR contract.
- 3.17 Confirm the review of Exhibits A and B in detail and provide a description of any issues with the form of documents or any of the terms and conditions included in the Contract or Agreement.
- 3.18 Bid Security for the scope must accompany the proposal if the bid exceeds \$50,000 as described in 4.10, below. Bid bond documents will not count against the 50-page proposal limit.

## **4. General Project Requirements**

- 4.1. The selected CMAR will be required to abide by all applicable federal, state and local laws and ordinances, as amended from time to time. Included in, but not limited to, the applicable local laws

and ordinances are:

- OSHA
  - o 1910 – Occupational Safety and Health (General Industry)
  - o 1926 – Safety and Health Regulations for Construction
- NFPA
  - o NFPA 101 – Life Safety Code
- Building Code
  - o 2015 International Building Code
  - o Section 405 – Special Requirements based on Occupancy
  - o 2015 International Fire Code
  - o 2015 International Mechanical and Plumbing Codes
  - o National Electric Code
  - o South Dakota State Codes
  - o City and County Codes

4.2. The selected CMAR and its officers, agents, employees, and subcontractors shall:

- Participate in all applicable training required by SDSTA. The CMAR must provide proof of participation in all required training prior to the commencement of the work.
- Maintain liability and workers compensation insurance as described in the Draft Contract (Exhibit A).
- Maintain a site work plan at all times as described in Draft Construction General Conditions Agreement (Exhibit B). Safety and health shall be the top priority with all work plans.
- Failure to comply with the terms of any SDSTA or other applicable safety policy, procedure, or protocol may result in termination of the CMAR's contract. Failure to comply may also result in temporary work stoppage and removal from SDSTA property until such time as deficiencies have been corrected or an appropriate plan to correct such deficiencies is presented and accepted.

4.3. SDSTA may, at its sole and absolute discretion, reject any and all, or parts of any and all, submissions; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the submittals received as a result of this solicitation.

4.4. All expenses involved with the preparation and submission of materials to SDSTA, or any work performed in connection therewith, shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s), prior to commencement of work as defined by a contract approved by SDSTA.

4.5. The materials will be evaluated by the selection committee appointed by SDSTA. The selection committee will determine the top-ranked proposers by consensus based on the selection criteria described in this RFP.

4.6. SDSTA reserves the right to enter contract negotiations with the highest ranked proposer. If SDSTA and the proposer do not agree to terms of the contract, SDSTA may elect to terminate negotiations and begin negotiating with the second-ranked proposer and so forth. This process will continue until a contract has been executed or all submittals have been rejected. No proposer shall have any claims and/or rights against SDSTA arising from such negotiation and/or the qualification process.

4.7. SDSTA reserves the right to contract for all or part of the work program described in the submittal requirements below. There will be a break at the end of final design, and SDSTA reserves the right

to terminate the contract at that point.

- 4.8. Firm(s) submitting materials should not submit any information in response to this solicitation which the firm(s) considers to be a trade secret or confidential. The submission of any information in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the submission as protected or confidential, SDSTA will endeavor to redact and return that information to the proposer. The selection committee will then evaluate the balance of the submission. The redaction or return of information pursuant to this clause may render a submission nonresponsive.
- 4.9. Proposers should carefully review the insurance requirements contained in the attached Draft Contract (Exhibit A) and be prepared to meet these requirements for the proposer and all supporting consultants that comprise the proposer's team.
- 4.10. Bid security: Bids over \$50,000 must be accompanied by a bid security as follows:
- Bid Bond: A bid bond of ten percent (10%) of the total amount of the bid including all add alternatives, shall be furnished by the Contractor. A form of bid bond is included with the proposal documents as Exhibit D.
  - Certified Check or Cashier's Check: In lieu of a bid bond, a certified check or cashier's check for five percent (5%) of the amount of the bid, including all add alternates, may be furnished. Such check shall be certified or issued by either a state or national bank and payable to the South Dakota Science and Technology Authority.
  - Payment and Performance Bond: Upon award of contract, Contractor shall provide a Payment and Performance Bond produced by a South Dakota licensed insurance producer (agent) and issued by a South Dakota licensed surety in an amount not less than the amount of the awarded contract. The Payment and Performance Bond surety or sureties shall meet all requirements of South Dakota law. This bond is to secure the faithful performance of the contract and the payment of those to whom the offeror may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the offeror in performing the work. The surety bond shall be on a form similar to the form of Payment and Performance Bond with the bid in the time state shall be cause for consideration by the Owner of awarding the contract to another responsible and responsive offeror, and retention of the bid deposit.
  - Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## 5. Selection Process

- 5.1. The SDSTA selection committee will review responses to this RFP. Selection will be based on consensus ranking based on the criteria described above. SDSTA may elect to interview one or more of the proposers. Qualified individuals of the CMAR's team must meet the expertise outlined in this RFP. The determination of the individual's qualifications and compliance with the submittal requirements shall be at the sole discretion of SDSTA.
- 5.2. The expected schedule, subject to change, is as follows.

|                                        |                |
|----------------------------------------|----------------|
| Request for Proposal Issued            | April 12, 2019 |
| Bidder's Conference – <u>Mandatory</u> | April 24, 2019 |
| Final Date for Submitting Questions    | April 26, 2019 |
| Responses Issued                       | May 3, 2019    |

Submissions due to SDSTA

May 15, 2019

Interviews (Schedule to be confirmed)

May 20-24, 2019

Selection made and advertised

May 29, 2019

Both the bidder's conference and the interviews will be held the Sanford Underground Research Facility in Lead, SD. Specific interview times will be scheduled after proposals are received.

## **6. Criteria for Selection**

*(in no implied order of importance)*

- 6.1. Demonstration of knowledge and understanding of the project requirements, including knowledge of design and construction practices.
- 6.2. Qualifications of team members assigned to the project.
- 6.3. Experience and past record with similar projects (with a focus on CMAR efforts) in terms of complicated team involvement, site usage, infrastructure driven projects as detailed in Submission Requirements.
- 6.4. Strength and adequacy of the individuals' qualifications as above.
- 6.5. Methodology, process, and approach in meeting Submission Requirements.
- 6.6. Demolition approach, including proposed re-use of historic materials.
- 6.7. Strength of references.
- 6.8. Demonstration of ability to provide required services within schedule and budget.
- 6.9. Demonstration of the firm's understanding and awareness of all EHS and quality issues that will be present on this project.
- 6.10. Fee proposal.
- 6.11. History of establishing a "not to exceed" budget and adherence to that budget on the final project.

## **7. Submission Requirements**

All proposers are required to attend the onsite conference (April 24, 2019) at the Sanford Underground Research Facility, 630 East Summit Street, Lead, South Dakota. Pre-registration is required, email [mbaumann@sanfordlab.org](mailto:mbaumann@sanfordlab.org) by close of business April 23, 2019, to receive instructions and directions. Only companies represented at the onsite conference will be eligible to submit proposals. Contractor's subcontractors are encouraged, but not required, to attend.

Questions are to be submitted electronically to [mbaumann@sanfordlab.org](mailto:mbaumann@sanfordlab.org) by 2pm MT, April 26, 2019. Questions will be collected and responses will be issued to all firms participating in the bidder's conference, as well as posted to the [sanfordlab.org](http://sanfordlab.org) website, within 10 days. Answers to questions will be provided through email in order to expedite the response process unless a firm raises an objection; in which case that firm may request to receive the information by fax or mail.

The proposal period may be extended at the discretion of SDSTA based on the quantity and/or complexity of questions. Any notices of extension of time to respond will be distributed to all prospective proposers by SDSTA.

**SUBMISSION:** Proposers should email one electronic copy (pdf format) of the submission to:

Michele Baumann ([mbaumann@sanfordlab.org](mailto:mbaumann@sanfordlab.org))

All submissions must be received **no later than 2:00 pm MT, May 15, 2019**. Materials received after that time may not be considered.

Specific interviews will be scheduled by SDSTA once proposals are received and reviewed.

**All communication regarding this procurement between RFP release and contract award shall be directed by email to [mbaumann@sanfordlab.org](mailto:mbaumann@sanfordlab.org). Communications with other SDSTA staff regarding this procurement in advance of the contract award are not allowed.**

For additional information about the project, please go to: [www.sanfordlab.org/business](http://www.sanfordlab.org/business).