



# CACHE COUNTY

## SCHOOL DISTRICT

SOLICITATION NO. – CCSD072723

Construction Manager/General Contractor Services  
Multiple Schools – Cache County School District

**Contingent on the passage of the  
Bond Election on November 7,  
2023**

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RESPONSES ARE DUE ON, OR PRIOR TO:  
**7/27/2023 2:00 PM**

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RESPONSES MUST BE SUBMITTED TO CCSD OFFICES

84 East 2400 North, North Logan, Utah 84341:

**CM/GC Bid will be advertised on the  
CCSD website and on the State of Utah's  
bid site: <https://bids.sciquest.com/>**

## **DESCRIPTION OF WORK**

**CONSTRUCTION OF 2 NEW MIDDLE SCHOOLS, RETROFITTING A MIDDLE SCHOOL TO AN ELEMENTARY SCHOOL AND POSSIBLY ONE NEW ELEMENTARY SCHOOL IN CACHE COUNTY, UTAH. THIS BID IS CONTINGENT UPON THE PASSAGE OF THE NOVEMBER 7, 2023 GENERAL BOND ELECTION.**

These potential Construction Manager/General Contractor (CM/GC) projects include:

The construction of two new Middle Schools, located in Hyde Park City and Nibley City.

The construction of a new Elementary School, located in Hyde Park City.

The retrofit of Spring Creek Middle School into an Elementary School.

The CM/GC must be capable of and willing to work closely with the Owner and Design Consultant through the design phase, providing cost estimates, schedules and feedback on constructability of design details and availability of materials selected. Design work is in its initial stages. Conceptual drawings will be provided.

It is anticipated that construction will commence in the Spring/Summer of 2024 for the first two projects and summer of 2026 for the retrofit of Spring Creek Middle School.

### **GENERAL INSTRUCTIONS**

This RFP is designed to provide interested offerors with sufficient basic information to submit statements, but is not intended to limit content or exclude any relevant or essential data. Offerors are at liberty, and are encouraged, to expand upon the specifications to evidence service capability under any agreement.

Cache County School District reserves the right to reject any or all statements, or to waive any formality or technicality in any submission, in the best interests of the District. The District reserves the right to cancel this request in whole or in part at any time if it is in the best interest of the District.

#### **1. PURPOSE OF REQUEST**

Cache County School District is seeking a Request for Proposal (RFP) for construction manager / general contractor (CM/GC) services for each of the projects listed above. This RFP is

for these projects only and will not include or qualify firms for other projects.

The procurement shall be based upon the Value Based Selection RFP method. Proposals, including a fee proposal, management plan, references and statements of qualifications, must be submitted by **2:00 p.m. on Thursday July 27, 2023** to the Finance Director, Scott Rigby in the Business Office of the CCSD District Office: 84 East 2400 North, North Logan, 84341. The procurement will also be contingent upon the passage of the Bond Election on November 7, 2023. If the Bond fails, this RFP will be terminated.

2. **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of Cache County School District. However, Cache County School District may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense.

3. **Past Performance and References**

Contractors shall submit past performance and reference information by the due date of the RFP.

Please provide a list of 3 (three) references within the last 5 years of any school related construction performed by the vendor. References must have names of contacts and phone numbers of School District personnel directly involved in the construction process. References are to be included in the Bid Documents submitted by the vendor and clearly marked as “References”.

A. **FLCC**: The Fixed Limit of Construction Cost or FLCC is the project’s construction budget as listed in the Notice to Contractors and this RFP’s Description of Work section. The Owner, the design team and the CM/GC Contractor agree to work together to keep the cost of construction, as represented in the design, within the FLCC. The anticipated construction cost or the Fixed Limit of Construction Cost (FLCC) for these Projects are  
**2 - New Middle Schools \$100,000,000**  
**1 - New Elementary School \$25,000,000**  
**Retrofit of Spring Creek MS to Elementary School \$1,500,000**  
The Owner, the Design Team and the CM/GC Contractor agree to work together to keep the cost of construction, as represented in the design, within the budget.  
*A bid bond form of five percent (5%) of the Fixed Limit of Construction Cost (FLCC) shall accompany the cost proposal.*

B. **Guaranteed Maximum Price (GMP)**: This project will include a Guaranteed Maximum Price (GMP) as described in AIA Document A 133 -2009 in section 2.2. The GMP will be negotiated with the Owner and will be based on final contract drawings and specifications. The GMP shall include all fees and percentages required by this RFP, the cost of General Conditions directly related to the building and site which are not included here, and all work required in the Contract Documents.

4. **CM/GC Work Phases**

The CM/GC Work for the project consists of two (2) phases:  
Preconstruction and Construction.

- A. **Preconstruction Phase**: This phase of the work includes, but is not limited to, attending design meetings (10 meetings required), estimating and cost control, schedule development, and drawing and constructability reviews. The Contractor shall provide a full construction estimate at 100% of design development and 50% construction document phases.
- B. **Construction Phase**: This phase of the work consists of the Contractor furnishing and installing all work as required in the Contract Documents. Please note that the Work of the Construction Phase may be bid in two packages, such as excavation, footings and foundations, structural steel, etc.

5. **Cost Proposal, Fees, and Markups**

The Cost Proposals for each Project you wish to be considered for, bearing original signatures, must be typed or handwritten in ink on the Cost Proposal form provided in the procurement documents and submitted in a sealed envelope at the location specified below prior to the deadline for submission of cost proposals indicated on the Project Schedule.

Cost Proposals will be accepted in a separate sealed envelope at the office of Scott Rigby at the Cache County School District: 84 East, 2400 North, North Logan, Utah 84341. Late proposals will be disqualified and returned to the applicant unopened. At least one (1) copy of the cost proposal for the project is required.

A bid bond form of five percent (5%) of the Fixed Limit of Construction Cost (FLCC) shall accompany each cost proposal.

All contractors shall furnish the following fees and markups as part of each Cost Proposal:

- A. **Preconstruction Fee**: This lump sum fee consists of all costs for the CM/GC to provide the required services of the Preconstruction Phase, except pre-authorized, out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee.
- B. **Construction Management Fee**: This lump sum fee shall consist of and include overhead (e.g. Home office), profit, home office personnel who will be managing the project during bidding, construction and closeout, including the warranty period. This fee shall include all general conditions related to the cost of services included in the construction management process. General conditions related to the actual construction of the building and site should not be included here, but will be discussed and negotiated during the GMP process.
- C. **Cost of Bonds**: This is the cost of payment and performance bonds based on the FLCC amount.

- D. **Construction Supervision Cost**: This is a per month cost to the project from notice to proceed to final completion for the CM/GC's on-site management/supervision team (e.g., project manager, superintendent, etc.) All services and personnel not specifically identified as Construction Supervision Cost will be considered to be part of the Construction Management Fee. This includes receptionists, accountants, safety officers, expeditors, commissioning agents, etc. This fee shall include all general conditions related to the cost of Supervision during the Construction phase. General conditions related to the actual construction of the building and site should not be included here, but will be discussed and negotiated during the GMP process.
- E. **Contractor Change Order Markup**: This is the fixed percentage markup that the Contractor may apply to a Change Order for scope increase to the CM/GC Agreement.
- F. **Self-Performed Work Markup**: This is a fixed percentage markup that will be applied to the cost for the CM/GC's actual labor plus burden cost, material costs, and equipment costs for self-performed work.

6. **Self-Performed Work**

The Contractor will be allowed to self-perform work. This work must be billed for at actual cost incurred, plus the Self-Performed Work Markup. Actual costs for self-performed work will be subject to audit. No billing rates will be allowed. The Contractor must bid its self-performed work. Bids must be received 24 hours prior to bids from other subcontractors, which will be held in reserve by the Cache County School District until the actual bid opening. The Contractor's bid will then be evaluated and compared to other bids by the Owner and Design Consultant and must be determined to be the best value bid for the work to be awarded to the Contractor. The cost of any work that is self-performed will be part of the established GMP.

7. **Management Plan**

The Contractor shall provide three (3) copies of the Management Plan (limited to no more than 15 pages) by the time indicated on the Project Schedule. The Management Plan should contain information on how the construction will be managed, including items such as security and safety controls, and required interfaces at the site with the using agency.

As part of the Management Plan, indicate critical dates and other information in sufficient detail for the selection committee to determine if the time frames are reasonable.

Address project specific criteria, risks that have been identified by the RFP, and additional risks that the team has identified. State how those risks will be mitigated.

Indicate what portions of the work you plan on self-performing and why this is a benefit to the Owner.

The Management Plan should be concise, yet contain sufficient information for evaluation by the selection committee.

Indicate all services that will be provided during the Preconstruction Phase of this project

and the individuals who will be performing these services. Provide an organizational chart to clarify the Contractor's supervision and support structure during this phase.

Indicate all services that will be provided during the Construction Phase and the individuals who will be performing these services. Provide a comprehensive organizational chart to clarify the Contractor's supervision and support structure during this phase. Clearly identify all personnel that will be considered as a Construction Supervision Cost under the FLCC. Any personnel not identified in this management plan to be a Construction Supervision Cost, will be considered a part of the lump sum Construction Management Fee and will not be allowed as either a future General Conditions or Construction Supervision Cost except for those that are actually performing the construction activities.

8. **Statements of Qualifications**

The CM/GC shall provide three (3) copies of the statement of qualifications (limited to 15 pages). The statement of qualifications is a short document that indicates the experience and qualifications of the Contractor and the project team key individuals as identified in the management plan. One statement of qualifications for the firm is sufficient for all jobs in this RFP but the team proposed for each project should be identified if different teams are being proposed. It should include information on similar projects that have been completed by the Contractor and the project team individuals. Include the experience and special qualifications of the team that are applicable to each project and/or are part of the project specific selection criteria.

9. **Selection Criteria for CM/GC**

The following criteria will be used in ranking each of the Contractors. The top three Contractors that are ranked the highest will represent the best value for the Cache County School District and will be invited to give an Oral Presentation. During the Oral presentation, they will be asked to expand and discuss each of categories C and D. An additional 50 points will be awarded by the selection committee for each Oral Presentation given. The criteria are not listed in any priority order. The selection committee will consider all criteria in performing a comprehensive evaluation of the proposal.

A. Cost (30 points): The Contractor's Cost Proposals will be considered with all other criteria to determine the ranking of the firm. Submit in separate, sealed envelope. Contractors must use cost proposal contained in this proposal.

B. Past Performance (10 points): Each construction firm will be given a past performance rating based on the list of previous projects and references.

C. Strength of Contractor's Team (20 points): Based on the statements of qualifications, and management plan, the selection team shall evaluate the expertise and experience of the construction firm, the project manager and the superintendent as it relates to this project in size, complexity, quality and duration. Key personnel assigned to which task and their commitment to each phase of the work will be evaluated.

D. Project Management Approach (30 points): Based on the information provided in the construction and management plan, the selection team shall evaluate how

each team has planned the project and determined how to construct the project in the location and in the time frames presented. The construction firm shall also discuss what portions of the project they plan to self-perform. The selection team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented.

- E. **Oral Presentation (50 points):** The top 3(three) scoring Contractor's will be selected and given the opportunity for an Oral Presentation interview to the committee. They will be asked to expand and discuss each of categories C and D.

10. **Award of Agreement**

The award of the CM/GC Agreement shall be in accordance with the criteria set forth in the Request for Proposals (RFP). The Cache County School District Board of Education intends to enter into agreements with the Contractor or Contractors selected to construct each project as outlined.

11. **Agreement and Bond**

The Contractor's Agreement will be in the form found in the specifications. The contract time will be as indicated in the proposal. The selected Contractors, simultaneously with the execution of the GMP, will be required to furnish a performance bond and a payment bond, both bearing original signatures. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum.

12. **Licensure**

The Contractors shall comply with and require all of its subcontractors to comply with all licensing laws as required by the State of Utah.

13. **Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors**

Contractors shall respond promptly to any inquiry in writing by the Owner to any concern of financial responsibility of the contractor, subcontractor, or sub-subcontractor.

14. **Withdrawal of Proposals**

Proposals may be withdrawn on written request received from proposer until the notice of selection is issued.

15. **Time is of the Essence**

Time is of the essence in regard to all the requirements of the contract documents.

16. **Result of Election**

This CM/GC proposal is contingent upon passage of the November 7<sup>th</sup> General Election. If the Bond does not pass, then this contract will become null and void and any costs incurred by the District will be paid at an amount negotiated with the CM/GC. The Cache County School District may retain the CM/GC vendor if the bond does not pass and alternate means of funding are used to complete the project. This decision will be at the sole discretion of the District.

**COST PROPOSAL FORM**

**2 NEW MIDDLE SCHOOLS**

NAME OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

To Cache County School District Board of  
Education 84 East 2400 North, North Logan, Utah  
84341

The undersigned, responsive to the “Notice to General Contractors/Construction Managers” and in accordance with the “Request for Proposals” for the **2 NEW MIDDLE SCHOOLS** propose a pre-construction fee at the price stated below. This price is to cover all expenses incurred in performing the pre-construction services as outlined in our proposal of which this proposal is a part:

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**A. Preconstruction Fee:** For all work during the pre-construction period, I/we agree to perform for the lump sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

**B. Construction Management Fee:** For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

**C. Cost of Bonds:** The cost of payment and performance bonds based on the amount of the FLCC.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

**D. Construction Supervision Cost:** For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) per month.

**E. Contractor Change Order Markup:** For all work added to the contract by change order, I/we agree to add not more than \_\_\_\_\_% to the subcontractor/supplier costs for the additional work.

**F. Self-Performed Work Markup:** For all self-performed work, I/we agree to add no more than \_\_\_\_\_% to our labor and material costs to perform the work. The labor burden, including benefits, adds \_\_\_\_\_% to the labor rate.



I/We guarantee that the work will be complete, including punch list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful applicant, and agree to pay liquidated damages in the amount of **\$1000** per day for each day after expiration of the Contract Time.

Enclosed is a bid bond form of 5% of the FLCC.

**With the cooperation of the Cache County School District and Design Consultant, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the FLCC.**

The undersigned Contractor's License Number for Utah is: \_\_\_\_\_.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the FLCC, shall become the property of the Cache County School District Board of Education, as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization: \_\_\_\_\_  
(Corporation, Partnership, Individual, etc.)

Respectfully submitted,

\_\_\_\_\_  
Name of Proposer

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

**COST PROPOSAL FORM**

**NEW ELEMENTARY SCHOOL**

**NAME OF APPLICANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

To Cache County School District Board of  
Education 84 East 2400 North, North Logan, Utah  
84341

The undersigned, responsive to the “Notice to General Contractors/Construction Managers” and in accordance with the “Request for Proposals” for the **NEW ELEMENTARY SCHOOL** propose a pre-construction fee at the price stated below. This price is to cover all expenses incurred in performing the pre-construction services as outlined in our proposal of which this proposal is a part:

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**G. Preconstruction Fee:** For all work during the pre-construction period, I/we agree to perform for the lump sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

**H. Construction Management Fee:** For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

**I. Cost of Bonds:** The cost of payment and performance bonds based on the amount of the FLCC.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

**J. Construction Supervision Cost:** For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) per month.

**K. Contractor Change Order Markup:** For all work added to the contract by change order, I/we agree to add not more than \_\_\_\_\_% to the subcontractor/supplier costs for the additional work.

**L. Self-Performed Work Markup:** For all self-performed work, I/we agree to add no more than \_\_\_\_\_% to our labor and material costs to perform the work. The labor burden, including benefits, adds \_\_\_\_\_% to the labor rate.

I/We guarantee that the work will be complete, including punch list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful applicant, and agree to pay liquidated damages in the amount of **\$1000** per day for each day after expiration of the Contract Time.

Enclosed is a bid bond form of 5% of the FLCC.

**With the cooperation of the Cache County School District and Design Consultant, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the FLCC.**

The undersigned Contractor's License Number for Utah is: \_\_\_\_\_.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the FLCC, shall become the property of the Cache County School District Board of Education, as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization: \_\_\_\_\_  
(Corporation, Partnership, Individual, etc.)

Respectfully submitted,

\_\_\_\_\_  
Name of Proposer

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

**COST PROPOSAL FORM**

**RETROFIT ELEMENTARY SCHOOL**

**NAME OF APPLICANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

To Cache County School District Board of  
Education 84 East 2400 North, North Logan Utah.  
84341

The undersigned, responsive to the “Notice to General Contractors/Construction Managers” and in accordance with the “Request for Proposals” for the **RETROFIT ELEMENTARY SCHOOL** propose a pre-construction fee at the price stated below. This price is to cover all expenses incurred in performing the pre-construction services as outlined in our proposal of which this proposal is a part:

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**M. Preconstruction Fee:** For all work during the pre-construction period, I/we agree to perform for the lump sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

**N. Construction Management Fee:** For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

**O. Cost of Bonds:** The cost of payment and performance bonds based on the amount of the FLCC.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

**P. Construction Supervision Cost:** For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) per month.

**Q. Contractor Change Order Markup:** For all work added to the contract by change order, I/we agree to add not more than \_\_\_\_\_% to the subcontractor/supplier costs for the additional work.

**R. Self-Performed Work Markup:** For all self-performed work, I/we agree to add no more than \_\_\_\_\_% to our labor and material costs to perform the work. The labor burden, including benefits, adds \_\_\_\_\_% to the labor rate.

I/We guarantee that the work will be complete, including punch list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful applicant, and agree to pay liquidated damages in the amount of **\$1000** per day for each day after expiration of the Contract Time.

Enclosed is a bid bond form of 5% of the FLCC.

**With the cooperation of the Cache County School District and Design Consultant, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the FLCC.**

The undersigned Contractor's License Number for Utah is: \_\_\_\_\_.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the FLCC, shall become the property of the Cache County School District Board of Education, as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization: \_\_\_\_\_  
(Corporation, Partnership, Individual, etc.)

Respectfully submitted,

\_\_\_\_\_  
Name of Proposer

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature