



# Scioto River Pedestrian Bridge

**Construction Manager / General Contractor  
REQUEST FOR QUALIFICATIONS**

*November 7, 2016*

## 1. INTRODUCTION

The City of Dublin (City) hereby requests a Statement of Qualifications (SOQs) from those entities (Offerors) interested in serving as the Construction Manager / General Contractor for the City of Dublin – Scioto River Pedestrian Bridge Project (Project). This project consists of the construction of a new Pedestrian Bridge over the Scioto River through a Construction Manager / General Contractor (CMGC) project delivery process.

A Design Consultant was retained through a separate professional services procurement process. T.Y. Lin International Group is under contract with the City to perform design services for this project and has developed 60% construction plans. The 60% plans and relevant project documents are available for review at <http://dublinohiousa.gov/bids-and-requests-for-proposals/>

### 1.1. CMGC Contracting Method

#### 1.1.1. Overview

Construction Manager / General Contractor (CMGC) is a contracting method that involves the Contractor in the design and construction phases of the project. The intent is to form a relationship between the City and the Contractor (the Team) to:

- Transfer knowledge
- Minimize risk
- Minimize design deficiencies
- Drive innovation
- Accelerate construction schedule
- Improve constructability
- Meet budget goals

In CMGC, the City relies on the Contractor to deliver a quality product for the same or less time and cost than design-bid-build and to provide expertise on constructability, sequencing, means and methods, and materials cost and availability.

#### 1.1.2. Process

CMGC is a contracting method that involves the City executing a professional services contract with a competitively selected construction firm to provide constructability, estimating, and other services during the pre-construction phase of the Project. During this pre-construction phase, the CMGC Contractor performs a Construction Manager role. An example of the pre-construction phase contract is attached to the RFQ as Attachment C.

As the design nears completion, the CMGC Contractor will prepare a construction bid called a Guaranteed Maximum Price (GMP). Subject to review and approval of the bid, the CMGC Contractor, who becomes the General Contractor, will be

awarded a contract for construction and will be responsible to complete the construction package. The CMGC Contractor will be required to self-perform at least 50 percent of the construction work. If a GMP is not agreed upon, the City reserves the right to end the CMGC contract and proceed with the Project under a design-bid-build procurement. The City will keep the CMGC Contractor's proposed GMP confidential. The CMGC Contractor will not be permitted to submit a bid for the project, however, the City may elect to award the project to the CMGC Contractor in the amount of its originally proposed GMP after the submission of other bids through a public bidding process. The CMGC Contractor then has the right to accept or reject the award of the project.

This RFQ uses the term "CMGC Contractor" when indicating the construction firm that will provide pre-construction services as Construction Manager and that may be awarded a construction contract to become the General Contractor if the terms of construction, including the cost, can be agreed upon.

## **2. PROJECT DESCRIPTION, SCOPE OF WORK, RFQ PROCESS**

### **2.1. Project Description**

Detailed design and environmental permitting of the iconic Scioto River Pedestrian Bridge began in late 2015. The concept consists of an "s" curve, two span, suspension bridge, with a tear drop shaped pylon. The pedestrian bridge will serve as an iconic pedestrian and bicycle crossing that functions both as a critical transportation link and a regional destination, featuring the scenic Scioto River corridor. The 60% plans and relevant project documents are available for review at <http://dublinohiousa.gov/bids-and-requests-for-proposals/>

The project is located in Dublin's Bridge Street District. The Bridge Street District is Dublin's commitment to the future. Choices in housing, dining, and shopping along with riverfront parks, a new library and gathering spaces are fueling a vibrancy and creating connectivity. The landscape is ripe for redevelopment and new businesses are creating new jobs. For more information visit the website at <http://bridgestreet.dublinohiousa.gov/>

#### **2.1.1. Project Team**

The Project Team is composed of the City, the City's Design Consultant, and the CMGC Contractor. The project is funded, administered, and managed by the City. All other consultants and contractors working on the project report directly to the City. The City Project Manager will be the point of contact.

The City has retained T.Y. Lin International Group to provide design services. The Design Consultant's contract is with the City. As part of the CMGC process, the CMGC Contractor is expected to work with the City and the City's Design

Consultant in collaboration to optimize the design and explore design options suggested by the CMGC Contractor.

The City will separately retain an Independent Cost Estimator (ICE) to assist the City in providing a comparative price estimate at the end of design. The ICE will use existing market conditions for the construction estimate. The price bid by the CMGC Contractor at the end of design will go through a bid opening process where the Engineer's Estimate and the ICE are used to evaluate the proposed price and make an award decision.

2.1.2 Estimated Cost and Schedule

The estimated construction cost of the Project is between \$20 - \$21 million. Anticipated substantial completion of the project is expected to be no later than the Fourth Quarter of 2018.

The City currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as it finds necessary, at its sole discretion. Times listed below shall be the prevailing local time for Dublin, Ohio.

Advertise RFQ	11/4/2016
Deadline to Submit Questions	11/18/2016 at 4:00 PM
City will respond to questions (Received prior to deadline)	11/27/2016
SOQ Submission Date and time	11/30/2016 at 10:00 AM
Anticipated Notification to Offerors of Short-Listing	12/5/2016
Anticipated Interview	12/12/2016
Anticipated Selection Notification	12/13/2016
Pre-Construction Contract/Fee Negotiations	12/15/2016
Pre-Construction Contract Executed	12/21/2016
GMP Bid for Construction Services	March 2017
Anticipated Award Date for Construction Services	March 2017

Start Construction

Spring 2017

Substantial Completion of Overall Project

Fourth Quarter 2018

## **2.2. Scope of Work**

### **2.2.1. Overview**

The CMGC Contractor will be expected to work collaboratively with the Project Team and provide construction and technical expertise to assist the Project decision-making and ensure the technical and economical challenges are addressed. The CMGC Contractor will provide input on items affecting construction schedule and cost.

### **2.2.2. Pre-Construction Services**

The CMGC Contractor will be awarded a professional services contract. The cost of the contract will be based on negotiated expenses as well as unit rates for the Proposed Project Staff and support staff participating on the Project. The CMGC Contractor will participate in the Project's design development through:

- A. Constructability reviews of the design.
- B. Assistance in shaping the project scope of work to the available budget.
- C. Proposing innovations.
- D. Identifying and managing risk.
- E. Assistance in evaluating project schedule.
- F. Providing detailed cost estimates and cost estimate breakdowns of elements of the work as the design is developed using open-book methods. Cost estimates will conform to ODOT Construction and Materials Specifications for unit costs.
- G. Design reviews to ensure that the package is complete and without ambiguity.

Once the final Project Plans and Specifications are complete, the CMGC Contractor, City, and Independent Cost Estimator (ICE) will each develop final construction cost estimates which will be used to arrive at a Guaranteed Maximum Price (GMP). The estimate offered by the CMGC Contractor will go through a bid opening process where the Contractor's estimate, the City's estimate, and the ICE's estimate are used to evaluate the proposed construction price and make an award decision. The GMP will be negotiated by the City based on the three estimates.

If a GMP is agreed upon and the CMGC Contractor complies with all other conditions of award, the City will award the Construction Services Contract, which is expected to be a fixed price construction contract. The CMGC Contractor will be required to self-perform at least 50 percent of the construction work.

If a GMP is not agreed upon, the City reserves the right to end the CMGC contract and proceed with the Project under a design-bid-build procurement. The City will

keep the CMGC Contractor's proposed GMP confidential. The CMGC Contractor will not be permitted to submit a bid for the project, however, the City may elect to award the project to the CMGC Contractor in the amount of its originally proposed GMP after the submission of other bids through a public bidding process. The CMGC Contractor then has the right to accept or reject the award of the project.

The following items will be considered when estimating costs.

- A. CMGC is an open book process where contractors provide a detailed breakout of costs throughout the design process.
- B. During the design process and at the discretion of the City, risk may be transferred to the contractor for specific bid items with a request for a lump sum price instead of a unit price.
- C. Unit prices provided may be allowed to change as the team develops final design, permitting, specifications, and quantities. However, the unit prices provided in the CMGC Contractor's proposal are baseline bid prices. Any changes (positive or negative) must be clearly quantified and justified based on documented changes from the proposal plans and specifications and data in the proposal compared to the final Plans, Specifications, & Estimates (PS&E) package. These changes will be reviewed by the ICE to justify changes (positive and negative).
- D. The CMGC Contractor's proposal provides the detailed breakdown, back up documentation, and assumptions used to establish the baseline estimate and justify changes at GMP.
- E. Profit and overhead are subject to the same market conditions as any other project. The ICE will provide a comparative price estimate at the end of design. The ICE will use existing market conditions for the construction estimate including current market conditions regarding profit and overhead rates.

As a part of the design team, the CMGC Contractor will provide input on schedule, phasing, constructability, materials availability and cost throughout the pre-construction services contract. Specific tasks may include:

- A. Participate in a kickoff meeting and regularly scheduled team meetings.
- B. Participate in a meeting(s) with private developers of properties adjacent to the Project site. Provide comments and recommendations on the interface and coordination of the Project with private development projects.
- C. Review and provide comments on the design plans and specifications. Comments will generally be related to constructability, clarifications, design errors or omissions, design issues that may have an effect on schedule and/or cost, and other cost or time saving suggestions or recommendations. Plan submittals may include, but are not limited to:
  - a. Plans-In-Hand (approximately 60% design development)

- b. Review PS&E (approximately 90% design development)
  - c. Final PS&E (100% design development)
- D. Prepare construction cost estimates at agreed upon milestones.
- E. Identify methods for meeting environmental commitments and assist with permitting.
- F. Identify areas of potential risks and provide input on methods to reduce risks. Participate and provide input in assigning risk responsibility.
- G. Assist with tracking and documenting:
  - a. Risk and its cost and schedule impacts
  - b. Innovation and its cost and schedule impacts
  - c. Overall project schedule
- H. Assist with other activities as requested by the City.
- I. Prior to the development of the GMP, prepare a detailed baseline cost-loaded CPM schedule to serve as the Project Baseline Schedule, which identifies all activities during construction. In addition to the CPM Schedule, submit a finalized budget and schedule control management plan to ensure completion of construction within budget and in accordance with the Project Baseline Schedule.
- J. Submit a GMP Bid at Final PS&E.

### 2.2.3 Construction Services

If a GMP is successfully negotiated, and the CMGC Contractor complies with all other conditions of award, the City will award the construction contract.

The CMGC Contractor will execute a construction contract with the City and construct the Project within the agreed upon schedule and GMP, and to the standards and requirements set forth in the Plans and Specifications. The City will administer the construction contract similar to a design-bid-build project.

## 2.3. RFQ Process

### 2.3.1. Advertisement

An example of the pre-construction phase contract is attached to the RFQ as Attachment C.

Offerors must thoroughly review all the draft documents provided at the time of the issuance of this Request for Qualifications. These documents can be found at the following link:

<http://dublinohiousa.gov/bids-and-requests-for-proposals/>

The City may issue Addenda to clarify, correct, or revise these documents. Offerors shall prepare their Statement of Qualifications in response to this RFQ as set forth in these draft documents. Specific formatting instructions for preparing this submittal are found in Section 3.

Offerors shall note that the draft documents are being provided for informational purposes only for the development of the SOQ and all documents included therein are subject to change; therefore, these documents shall not be relied upon for the purposes of developing a Bid.

### 2.3.2. Questions

All questions must be submitted in writing via email to:

Megan O'Callaghan at [mocallaghan@dublin.oh.us](mailto:mocallaghan@dublin.oh.us) no later than November 18, 2016 at 4:00 PM.

### 2.3.3. Prequalification

The Offeror must be prequalified by the Ohio Department of Transportation or submit a statement that the Offeror meets the requirements to, and will become prequalified, prior to the submission of the GMP Bid. Services that require prequalification may only be performed by firms that are prequalified for those services at the time of performance of the services.

The CMGC Contractor shall be prequalified in the primary Work Types for this project identified as follows:

#### **4) Roadway Excavation and Embankment Construction**

This work type includes the excavation of materials of any nature for roadways or channels; disposal of unsuitable and surplus materials; construction of embankments; preparation of subgrade; finishing surfaces to proper lines and grades. Excavation for this work type is limited to less than 750,000 c.y. (573,416 cubic meters) per project.

#### **20) Level 1 Bridge**

This work type includes the construction of structures of the following types:

- \* All cast in place retaining walls over 8' in height
- \* Prestressed Box Beam Bridges on capped pile substructure
- \* Single span concrete slab
- \* Continuous span concrete slab bridges on capped pile substructure
- \* Structural plate corrugated metal structures on concrete footings

#### **21) Level 2 Bridge**

This work type includes the construction of structures of the following types:

- \* All Level 1 Bridges

- \* Prestressed box beam bridges and continuous span concrete slab bridges on any substructure
- \* Railroad Bridges
- \* All single or multi span rolled beam and plate girder bridges on any substructure
- \* All single or multi-span concrete beam bridges
- \* Truss bridges with independent span length less than 150 feet (45.75 meters)

## **22) Level 3 Bridge**

This work type includes the construction of structures of the following types:

- \* All Level 1 and Level 2 Bridges
- \* All structures not listed in Level 1 or Level 2 such as but not limited to the following:
  - Truss bridges with independent span length greater than 150 feet in length
  - Mechanical structures
  - Other complex structures

## **23) Reinforcing Steel**

This work type includes placing reinforcing steel and steel dowels.

## **24) Structural Steel Erection**

This work type includes the erecting of all structural steel and any work required to move existing steel structures, and to make necessary structural steel alterations.

## **26) Structural Steel Painting**

This work type includes the cleaning and painting of all new or existing steel surfaces and the proper containment and disposal of all waste.

## **27) Expansion & Contraction Joints, Joint Sealers, Bearing Devices**

This work type includes the installation of expansion and contraction joints, elastomeric compression seals for bridge deck joints (either armored with or composed of structural steel), vertical and horizontal extension of structural expansion joints, joint sealers or bearing devices.

## **28) Caissons/ Drilled Shafts**

This work type includes drilling, placement of reinforcing steel, placement of concrete, and other related work.

## **34) Earth Retaining Structures**

This work type includes the installation of wall components and the placement and compaction of backfill materials for mechanically stabilized earth, crib, and cellular retaining walls and other similar type structures.

### **53) Piling**

This work type includes the installation of bearing piles; steel sheet piling to be left in place; cofferdams, sheeting, shoring, bracing or other materials necessary to support the sides of excavations, embankments, adjacent buildings, tracks or other premises and other similar work.

### **54) Post-Tensioning Bridge Members**

This work type includes the post-tensioning of bridge members including the grouting of the post-tensioned ducts.

#### 2.3.4 The Public Records Act

All documents received by the City are subject to Section 149.43 of the Ohio Revised Code, also known as The Public Records Act, and are subject to release unless a statutory exception exists that exempts the documents from public release.

#### 2.3.5. Trade Secrets

If any information in an SOQ is to be treated as a “trade secret”, the Offeror must identify each and every occurrence of the information within the SOQ by:

- Listing the page numbers of every occurrence of the “trade secret” on the cover sheet submitted with the SOQ.
- Placing an asterisk before and after each line of the SOQ which contains “trade secret” information.

Ohio Revised Code Section 1333.61(D) defines “trade secret” as "information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:

It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

### 2.3.6. Disclosure

The City shall not share with, or convey to, any person the information provided by the Offeror, unless disclosure is required by law or the Offeror gives prior written approval for such disclosure. In the event the City is required to disclose any information the Offeror considers a trade secret pursuant to applicable law, prior to disclosing such information, the City shall notify the Offeror in writing. The City shall use reasonable efforts to give notice of disclosure at least three days in advance of release. However, upon award, all information provided to the City that was used in the evaluation of the SOQ will be considered a public record. The City shall not be obligated to maintain in confidence any information that is not a trade secret including information that

- (1) is already known by the City, or
- (2) is or comes into the public domain through no fault of the City, or
- (3) is independently developed by the City, or
- (4) comes to the state from a third party in a manner not in violation of any obligation of confidentiality by such third party to the Offeror.

State law generally requires that documents which contain both confidential/trade secret and non-confidential information be disclosed with confidential information redacted.

Because of the confidential nature of the evaluation, and to preserve the propriety of each Offeror's SOQ, it is City's intention, subject to applicable law, not to consider a request for disclosure until after Part 2 Contract Execution. Submitted Statement of Qualifications, any clarification requests made by the City, any clarifications provided by an Offerors, and scoring information shall be held confidential until after Award of the Project. Offerors are on notice that once a Part 2 Contract is executed, some or all of the information submitted in the SOQ may lose its protection under the applicable Ohio law.

## 3. FORMAT AND CONTENT IN STATEMENT OF QUALIFICATIONS

### 3.1. General Format

The RFQ phase of the procurement process is to enable Offerors the opportunity to demonstrate their qualifications and approach to performing the Project, and to enable the City to evaluate those qualifications in arriving at a short-list. Offerors are advised that the SOQ should include specific information that will demonstrate the qualifications and experience required by this RFQ.

Offerors shall be aware that the City reserves the right to conduct an independent investigation of any information, including prior experience, by contacting project references, accessing public information, contacting independent parties, and/or any other means. The City reserves the right to acknowledge this information and include this information within the evaluation.



shall remain legible. The abuse and excessive use of text as graphics to unreasonably expand the content of the SOQ, as determined by the City, may be grounds for rejection of the SOQ or may reduce potential ratings.

### **3.3 SOQ Content**

SOQs shall contain all information as detailed in this Section.

#### **SECTION A – INTRODUCTION**

The introduction shall contain the following information:

- A. The Introduction page(s) shall be on the Offeror's letterhead and identify the Offeror's full legal name and address. The Offeror is defined as the prime/general contractor responsible for overall construction of the Project and will serve as the legal entity who will execute the Contract with the City. Font, font size and page margins requirements may be disregarded in regards to the Offeror's letterhead if the Offeror's standard blank letterhead would violate the formatting limitations. The Introduction shall be signed by an authorized representative of Offeror's organization. All signatures in the Introduction submitted with the paper copy of the SOQ shall be original and signed in ink. (Scanned or electronic signatures are acceptable for the electronic copy)
- B. Identify the name, title, address, phone numbers, and e-mail address of the individual who will serve as the Point Of Contact for the Offeror.
- C. A statement that the Offeror is prequalified in accordance with the requirements of the RFQ or a statement that the Offeror, is eligible to, and will become prequalified prior to the submission of the GMP Bid. The Offeror shall be prequalified in the items of work identified in this RFQ.
- D. A statement confirming the commitment of the Key Personnel identified in the submittal to the extent necessary to meet the City's quality and project duration expectations.

#### **SECTION B – PROJECT UNDERSTANDING AND APPROACH**

Describe the Offeror's project understanding and anticipated approach to the Project; specifically addressing the following:

##### **General Approach**

Outline the methods for accomplishing the proposed work during Preconstruction Services and Construction Services. Describe what, when, where, how, and in what sequence the work will be done. Address how your particular geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might specifically contribute to the proposed methods. Identify the

amount and type of work to be performed by any Subcontractors. Describe the proposed approach, methods, and tools for maintaining cost controls with the City during Preconstruction Services and Construction Services.

Examples of risk mitigation or other benefits of pre-construction services should be used to augment the methodology. How will your team interact with the City and the Design Consultant? Consider how each task may be carried out. What services or interactions are required from/with the City? Suggest alternatives, if appropriate. Identify any distinct and substantive qualifications for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts relevant to the required services which you or your subcontractors may use.

#### Risk Management

Response must explain how you will identify, price, and mitigate risk. Discuss how your risk management strategy will support the team to bring the project costs down and deliver the project on schedule or faster. Identify major risks to constructing the project based on the current design plan, including potential impacts to cost and schedule. Explain how your team will mitigate those risks.

#### Innovation

The Offeror may have some innovative ideas that could increase the likelihood for success. Discuss your innovations as they relate to the Project. The “s” curve, two span, cable-stayed bridge type with the tear drop pylon design has been vetted with the community and is not to be altered.

#### Methods of Partnering and Claims Mitigation

Response must describe your experience utilizing partnering methods and other techniques used to avoid claims. Explain how these techniques improved project elements such as Schedule, Cost Control, and Customer Satisfaction. For partnering, the City is interested in how partnering techniques were executed throughout the design and construction process. Explain how the practiced methods avoided claims and/or helped facilitate agreements between Owner and Contractor on construction contracts. Also, explain your firm’s approach to claim avoidance or mitigation.

### **SECTION C – Organization, Firm Experience, and Key Personnel**

The Offeror should provide sufficient information to enable the City to understand and evaluate the Offeror’s Organization and proposed Key Personnel.

- A. The Offeror shall provide an organizational chart showing the “chain of command” of the anticipated major roles proposed for the Offeror’s organization regarding the Project and shall include Key Personnel roles. Identify preconstruction and construction personnel. The Organizational Chart should demonstrate that all key elements needed for the success of the Project will be adequately addressed throughout the Project’s duration.

B. Identify the Offeror’s Key Personnel (as described below) and demonstrate the abilities of the required Key Personnel through resumes.

KEY PERSONNEL	DUTIES
Project Manager	Ultimately responsible for the Offeror’s performance. Ensures that personnel and other resources are made available. Handles contractual matters. Responsible for the overall construction of the Project, and may actively manage the Construction of the project. Shall be an employee of the Offeror.
Construction Project Manager (Field Manager/Supervisor)	Actively manages the overall construction of the Project. Responsible for overall daily operations and construction of the project including structures and structural elements. Shall be an employee of the Offeror.
Construction Engineer	Responsible for the erection engineering of the suspension structure. Shall be a registered professional engineer in Ohio. May be an employee of the Offeror or a sub-consultant.
Project Estimator	Lead estimator for the Offeror on this project. Shall be an employee of the Offeror.
Other	Additional Staff for Pre-Construction Services or Construction Services that the CMGC recommends.

Key Personnel must provide confidence to the City that the Project and the Project risks will be effectively managed through personal competence, accountability, and relevant experience.

For Key Personnel, provide the following information in Resumes:

- A. Professional registrations, education and other components of qualifications applicable to the role.
- B. Specific previous projects and experiences, similar in nature to the proposed Project, for which the individual may have performed a similar function. Give specific information on how those experiences relate to meeting the requirements of this Project and the Key Personnel’s Duties.
- C. Any unique qualifications which will provide value to this Project and/or help ensure this Project’s requirements will be met. Provide factual information which will provide confidence to the City that this Project and this Project’s risks will be effectively managed through personal competence and accountability.
- D. Identify the individual concurrent responsibilities during the duration of this Project and the anticipated time commitment to this Project (estimated percentage format).
- E. A statement indicating that the individual is currently employed by a member of the Offeror at the time of the SOQ submittal and name the Offeror’s member.

Resumes shall be limited to no more than two (2) pages per individual. Resumes for individuals may be on shared pages so long as the information is separate and distinct. Only provide resumes of Key Personnel.

Any person proposed as Key Personnel position requiring a Professional Engineering license who is not currently an Ohio P.E. may be proposed if 1) the person is licensed in another state and 2) submits a commitment in the SOQ to becoming licensed in Ohio prior to submittal of a Bid for the GMP.

#### **SECTION D - Capabilities and Experience**

Provide specific information related to past project experience.

Past Projects:

Demonstrate recent (last 10 years) relevant specific experience of the Offeror through Past Project Summaries by providing narrative descriptions of the five (5) relevant projects listed on Form B. At least Four (4) projects completed (or substantially completed) shall be by the Offeror. Past Project Summaries shall be distinctly delineated by page or section breaks. Past Project Summaries may not exceed 5 pages total.

Each Past Project Summary must include the following information:

- A. Name of the project and location.
- B. Dates of design and construction.
- C. The original scheduled completion deadlines and the actual completion dates. Provide explanation for projects not meeting the completion date.
- D. Size of the final project (in dollars), Offeror's original & final contract (in dollars), and the final amount of the contract the Offeror self-performed (in dollars).
- E. A narrative describing the project, including the description of the work or services provided in sufficient detail to demonstrate the Offeror's role on the project.
- F. Identification of key personnel and their roles in the relevant recent projects.

The Past Project Summaries should demonstrate experiences in the following areas:

- A. Demonstrate recent, relevant, successful experience in the construction of complex structures.
- B. Proposed Offeror's Team members and/or Key Personnel working together as an integrated team, if applicable, and how those experiences will ensure successful completion of this Project. Include named personnel from section 2.5.4 if performing similar role proposed for the Project.
- C. Ability to work collaboratively with an owner and designer under a design-build, CMGC, or other project delivery method to solve complex project problems resulting in satisfactory outcomes for all parties involved.

- D. Any notable project challenges and subsequent mitigation efforts by the Offeror to overcome those project challenges. Demonstrate how the challenges and mitigation efforts may relate to this Project.

#### **SECTION E – SUPPLEMENTAL INFORMATION**

This Section shall include Form A and Form B.

Complete Form A.

Complete the Work History information in Form B. On Form B, an Owner's reference shall be included for each project listed. As a minimum, the reference shall include an individual's name and current telephone number. If the original Owner's reference no longer with the owner or available, provide an alternate contact at the agency that is familiar with the project. The alternate contact should have played a leadership role for the owner during the project. Include the Form B in Section E of the SOQ.

#### **SECTION F – ADDENDA AND EVALUATION FORMS**

Receipt of Addenda issued prior to submission of the SOQ shall be acknowledged by inserting a copy of the signed cover sheet of the Addenda in the SOQ.

Provide owner evaluation forms (contractor and consultant similar to ODOT C-95's and CES), if available, for the Work History information in Form B. Evaluation forms (CES and C-95) for ODOT projects are not required.

Section F will not count toward the maximum page count. Evaluations forms do not need to meet the formatting requirements.

#### **SECTION FEES – FEE SCHEDULE AND ESTIMATE OF HOURS FOR THE PRE-CONSTRUCTION SERVICES**

Information regarding estimated fees is requested in order to facilitate and expedite the procurement process. Fee schedule and hours are estimates and the cost of the contract will be based on negotiated expenses as well as unit rates for the Proposed Project Staff and support staff participating on the Project.

**Failure to meet all SOQ requirements may render a Statement of Qualification non-responsive.**

### **4. EVALUATION PROCESS**

#### **4.1 Overview**

The purpose of this RFQ is to solicit information enabling the City to determine which Offeror: (a) is best qualified to successfully execute the construction of the Project; and (b) will be selected as the CMGC. The City will use a competitive selection process to

select the Offeror consisting of the evaluation and scoring of a Statement of Qualifications (SOQ). The Offerors may be short-listed and interviews with Offerors whose SOQs are determined to be reasonably susceptible of being selected for award may be held for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.

Offeror’s SOQs must meet the requirements established by this RFQ. Requirements of this RFQ generally will use the words “shall”, “will”, or “must” (or equivalent terms) to identify a required item that must be submitted with an Offeror’s SOQ.

#### 4.2 Evaluation Team

Offerors’ SOQs will be evaluated by a Statement of Qualifications Evaluation Team. This Evaluation Team shall consist of City of Dublin representatives. The evaluation will be based upon the Selection Criteria established in this RFQ.

The Evaluation Team will comparatively rate and rank the submitted SOQs from Offerors. The rankings and ratings will be based on the information provided by the Offeror within the SOQ, independent investigation of any information, prior experiences with the Offeror by the City, existing public information, and evaluation information obtained from the owners of previous projects.

Based on the recommendations of the Evaluation Team, the City may short-list a maximum of three (3) Offerors whose SOQs are determined to be reasonably susceptible of being selected for award. Shortlisted Offerors may be invited to an interview for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Shortlisted Offerors should plan on a 30-minute presentation and 30 minute question and answer period for the interview. Additional details about the interview will be provided to the shortlisted firms.

After the interviews, the Evaluation Team will determine the final scoring and ranking for contract negotiations. The City Manager has final authority to determine the best interests of the City in selection of the short-listed Offerors and final selection of the CMGC Contractor.

#### 4.3 Selection Criteria

Offeror’s qualifications will be evaluated based on the following criteria:

Topic	Evaluation Criteria	Maximum Points
Project Understanding and Approach	How well does the Offeror demonstrate an understanding of the pre-construction and construction requirements of the project, including key risks associated with this project	45

	and the approach to mitigate these risks?	
Organization, Firm Experience, and Key Personnel	How well does the Offeror demonstrate the members' abilities, demonstrate an effective organization, and demonstrate experience on similar projects? How well do the Offeror's members' Key Personnel qualifications, experience, and time availability relate to the requirements of this Project? Key personnel experience with complex structure construction?	30
Offeror's Capabilities and Experience	How well does the Offeror demonstrate its recent pre-construction, construction and management experience and capabilities? How well do its experiences and capabilities relate to this Project? How well does the Offeror demonstrate its ability to deliver similar projects on schedule and within budget?	25
Total		100

## 5 PROCEDURAL REQUIREMENT FOR STATEMENT OF QUALIFICATIONS SUBMITTAL

### 5.1 Submission Requirements

Submit one (5) bound paper copies of the SOQ and one (1) USB Drive containing:

- One electronic searchable single file PDF format which does not restrict printing or copying text, images and other content
- One electronic password protected single file PDF format which restricts copying of text, images and other content

Information shall be identical in all copies.

All Statements of Qualifications shall be submitted to:

Megan O'Callaghan, Public Works Director  
City of Dublin, Public Works Department  
6555 Shier-Rings Road  
Dublin, Ohio 43016

The outer wrapping of each submission (five (5) hard copies and electronic copy) shall clearly indicate the following information:

Attention:

Megan O'Callaghan, Public Works Director  
City of Dublin, Public Works Department  
6555 Shier-Rings Road  
Dublin, Ohio 43016

CMGC Contractor Name  
Project: Scioto River Pedestrian Bridge  
Statement of Qualifications

Submissions are due by 10:00 AM on November 30, 2016 to the above listed address.

All submissions shall be received in sealed packages. Submissions will NOT be accepted after the time specified.

By submitting a SOQ, Offerors agree to be bound by the requirements outlined in this Request for Qualifications (RFQ) and shall satisfy all requirements specified. Failure of the Submitter to meet these requirements may result in rejection of the SOQ.

## **5.2. Verification of Submission**

Upon receipt, the City shall verify the following:

- A. Statement of Qualifications received by deadline as listed in the RFQ documents.
- B. Formatting requirements are met.
- C. Content and maximum page requirements met.
- D. Introductory page with a signature of the authorized representative of the Offeror, listing the identity of the Point of Contact and the identity of the Offeror.
- E. Certification that the Offeror is pre-qualified with the Ohio Department of Transportation in accordance with the requirements of this RFQ or a statement that the Offeror is eligible to, and will become prequalified, prior to the submission of the GMP Bid.
- F. A statement confirming the commitment of the Key Personnel identified in the submittal to the extent necessary to meet the City's quality and project duration expectations.
- G. A statement indicating that the Key Personnel are currently employed by a member of the Offeror at the time of the SOQ submittal and name the Offeror's member.
- H. Completed Form A - Offeror Information.
- I. Completed Work History information in Form B.
- J. Receipt of Addenda issued prior to submission of the SOQ shall be acknowledged by inserting a copy of the cover sheet of the Addenda in the SOQ.

### **5.3. City's Right to Waive Non-material Deviations**

The City reserves the right to waive non-material deviations in the submittal format.

## **6. CITY OF DUBLIN'S RIGHTS**

- 6.1 The City reserves the right to reject any and all SOQs.
- 6.2 The City reserves the rights to cancel, withdraw, postpone, modify, revise or extend the RFQ process in whole or in part at any time prior to the execution of a contract by the City, without incurring any obligations or liabilities.
- 6.3 The City reserves the right, at its sole discretion, to ask written questions of the Offerors, to seek written clarifications, and to conduct interviews on the SOQs. Such requests will be for purposes of clarification only. The Offeror agrees to respond to the City's requests with the appropriate personnel to answer questions necessary to provide clarification of any areas where the intent or meaning of the submittal is in doubt. In response to a requested clarification, changes or modifications to the SOQ by the Offeror will not be permitted.
- 6.4 The City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or the subsequent Interview. All of such costs shall be borne solely by each Offeror and its team members.

# ATTACHMENT A

## OFFEROR INFORMATION FORM

Offeror:	
Contact Person:	
Address:	
Telephone Number:	
Email Address:	

## ATTACHMENT B

### WORK HISTORY FORM - Include this form within Section E of the SOQ

List a maximum of five projects completed (or substantially completed) by the Offeror. Include work that best illustrates current qualifications relevant to this project.

#### WORK HISTORY FORM

PROJECT NAME, LOCATION, AND DESCRIPTION	NAME OF FIRM AND NATURE OF FIRM'S RESPONSIBILITY	FIRM'S PROJECT MANAGER	PROJECT OWNER'S NAME AND ADDRESS; OWNER'S PROJECT MANAGER'S NAME, PHONE NUMBER AND EMAIL	ACTUAL OR ESTIMATED COMPLETION DATE	COST OF PROJECT	COST OF WORK FOR WHICH FIRM WAS RESPONSIBLE



**SERVICES AGREEMENT**  
**\*\*\*Project Title\*\*\***

This Services Agreement ("Agreement") is made and entered into and effective on this \*\*date\*\* day of \*\*month\*\*, 2016 ("Effective Date") by and between the Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at located at 5200 Emerald Parkway, Dublin, Ohio 43017 and \*\*name here\*\* ("Service Provider"), with an office and principal place of business located at \*\*address here\*\*

**Recitals**

WHEREAS, Dublin desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Services Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

**Provisions**

**I. Performance of the Services.** Provider shall:

- A. Perform the Services as set forth in Exhibit A.
- B. Complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement form.
- C. Give prompt notice to Dublin should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Remit to Dublin after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Provider shall be entitled to retain copies for Provider's files.

**II. Obligations of Dublin.** Dublin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.

■ **Public Works**  
6555 Shier Rings Road  
Dublin, Ohio 43016  
  
phone 614.410.4600  
fax 614.410.4699  
  
[www.dublinohiousa.gov](http://www.dublinohiousa.gov)

- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should Dublin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

**III. Term and Termination.** The Agreement shall commence on \*\*date\*\* of \*\*month\*\* 2016 and shall terminate on the \*\*date\*\* day of \*\*month\*\*, 2016. Dublin may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Dublin prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

**IV. Payment.**

- A. Service Provider shall be compensated in an amount not to exceed **\*\*\*Dollar amount spelled out\*\*\*\*** dollars (\$xx,xxx.xx)
- B. The Service Provider shall invoice Dublin monthly for services rendered through the previous month and Dublin agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of hours worked by each individual working on the project with a description of work performed, as well as an itemization of all reimbursable expenses which must be documented with copies of receipts whenever possible. All invoices must include the contract number and the purchase order number of this contract which is located in the upper right-hand corner of the first page of this document. Invoices must also include information describing the percentage of each phase of the work which has been completed, and a summary of billings and payments made to date.

**V. Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Dublin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Dublin of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Dublin's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Dublin personnel as to the manner of work.

**VI. Indemnification.**

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Dublin, its officers, officials, and employees harmless from and against any and all suits, actions or

claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.

- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Dublin, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

## **VII. Insurance.**

- A. The Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- B. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- C. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- D. Dublin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- E. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Dublin is an "Additional Insured".

**VIII. Employee Documentation**

- A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide Dublin with appropriate documentation (Form I-9) for any Service Provider employee performing services for Dublin.
- B. The Service Provider agrees to indemnify Dublin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

**IX. Taxes.**

- A. Service Provider has the following identification number for income tax purposes:  
\_\_\_\_\_.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Dublin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Dublin for income tax reporting purposes.

**X. Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

**XI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

**XII. Discrimination.**

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Dublin and/or Service Provider in connection with the Services.

- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

**XIII. Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

**XIV. Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**XV. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

**BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF DUBLIN, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.**

**FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF DUBLIN, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF DUBLIN, OHIO**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Paul A. Hammersmith  
Director of Engineering / City Engineer

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Megan D. O'Callaghan P.E.  
Director of Public Works

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Dana McDaniel, City Manager

**\*\*\*CONSULTANT/CONTRACTOR NAME\*\*\***

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

ITS: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CERTIFICATION OF FUNDS**

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

\_\_\_\_\_  
Angel L. Mumma / Director of Finance

\_\_\_\_\_  
Date

**EXHIBIT A**

**Scope of Services**

**(PURSUANT TO SECTION 2.2 of RFQ)**