



City of Billings

Request for Qualifications (RFQ)

For

EMPIRE PARKING GARAGE DESIGN-BUILDER

June 28, 2012



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SECTION ONE – INTRODUCTION

1. As Program Manager, on behalf of the City of Billings (City), OAC Services, Inc. (OAC) is soliciting Statements of Qualifications (SOQs) from organizations in order to create a list of qualified firms to perform Design/Builder services on the New Empire Parking Garage Mixed Use project. **Those qualified organizations/offerors/proposers selected for the prequalification list will then be asked to respond to a Request for Proposals for a project-specific process.** The City reserves the right to advertise and solicit proposals for any project. It is the City's ambition, along with key community and business partners, to construct a new Parking Garage Facility along Montana Avenue bound by Broadway Avenue and 27th Street. The City has selected the design/build design/build delivery method in order to expedite design and construction and take advantage of the expertise in the parking garage design/build industry.

Firms/teams short-listed for final competition during the RFP process will be invited to attend proprietary meetings with the City and OAC prior to final submission of design solutions and price proposals. These proprietary meetings offer competitors opportunities to ask the City/OAC clarifying questions and to seek limited feedback on evolving design solutions prior to final submission of their proposals.

The current development site includes an existing parking garage, site parking lot and office building. These existing structures will all be demolished as part of the scope of the design/builder.

2. The Preliminary Project Scope of Services for the Design/Build project are:
 - a. All design prime and general contractor responsibilities, permitting, maintaining budgets, schedules and reporting on regular basis.
 - b. Quality of design, construction and execution is paramount.
 - c. 5 - 6 story parking garage with approximately 533 parking spaces
 - d. 16,500 square feet of first level shell retail space



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- e. Expectation is the parking garage will be constructed of either: post tensioned cast-in-place concrete, precast concrete or a combination of both depending on the expertise of the qualified teams.
 - f. Bridge connection from one of the parking decks across the alley to the Northern Hotel.
 - g. Demolition of existing structures and preparation of the site pads.
 - h. Façade treatments must be sympathetic to the area's architecture.
 - i. Parking controls and security systems.
3. The preliminary budget for design and construction of the Parking Garage Facility and shell retail spaces is \$11,000,000.
4. Project Duration: The Contract(s) awarded for this work has an estimated duration of less than 2 years with completion of the Parking Garage and retail spaces by end of 2013.
5. Proposal Schedule – Schedule of Submissions from Offerors:
 - a. Solicit for SOQ document Issued: June 28, 2012
 - b. Receive SOQ from Offerors (by 5:00pm MDT): July 20, 2012
 - c. Publish Short List of Offerors: July 27, 2012
 - d. Publish RFP Bridge Document to Finalist Offerors: July 31, 2012
 - e. Design/Build Submittals due: September 10, 2012, 5pm MDT
 - f. Design/build Interviews: September 18, 2012
 - g. Award of Contract: September 25, 2012
 - h. Parking Garage Occupancy: No later than November 22, 2013
6. It is anticipated that the future Request for Proposals (RFP) will include the following documents:
 - a. Geotechnical Reports
 - b. Site Survey
 - c. Bridging Documents including: project description, budget limits, submission information, codes / standards / regulations and permitting requirements, technical submission requirements, evaluation and selection process, contract security requirements, contract drawings / specifications and record drawing requirements, change procedures and basis of design.



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- d. Sample contract agreement between a Design/Builder and the City shall be:
 - i. Standard Form of Agreement Between the City and Design – Builder, (Cost Plus Fee with a GMP) DBIA Document No. 530 (as modified by City)
 - ii. Standard Form of General Conditions, DBIA Document No. 535 (as modified by City)
7. Attachment D, the Intent to Respond form, must be completed and faxed at least four (4) days prior to the advertised RFQ due date.
8. Send all correspondence to both contacts listed below:

<p>City of Billings 210 North 27th Street Billings, MT 59101</p> <p>or</p> <p>City of Billings PO Box 1178 Billings, MT 59103</p> <p>Chris Mallow, Parking Supervisor Email: mallowc@ci.billings.mt.us Phone: (406) 657-8412 Fax: (406) 247-8608</p> <p>SOQ Submittal: 6 hard copies, 1 unbound, 1 electronic</p>	<p>OAC Services, Inc, 701 Dexter Avenue North Suite 301 Seattle, WA 98109</p> <p>Steve Johnson, Sr. Program Mgr Email: sjohnson@oacsvcs.com Phone: (206) 378-2907 Fax: (206) 285-4371</p> <p>SOQ Submittal: 2 hard copies, 1 unbound, 1 electronic</p>
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SECTION TWO – INFORMATION FOR OFFERORS

210 North 27th Street P.O. Box 1178, Billings, MT 59101



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1. Disclaimer - This RFQ does not form or constitute a contractual document. The City shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFQ. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFQ. This RFQ is not to be construed as a contract or commitment of any kind.
2. Instructions to Offerors - Offerors should carefully examine the entire RFQ, any addenda thereto, and all related materials and data referenced in the RFQ. Submitters should become fully aware of the nature of the Work and the conditions likely to be encountered in performing the Work.
3. Modifications - In addition to any other information and documentation requested in this RFQ, any forms provided herein shall be included in the submittal. Submittals without required forms may be rejected. No oral, telephone, email, fax or telegraphic submittals or modifications will be considered.
4. Withdrawal of Submittal - A submittal may be withdrawn by written request at any time prior to the due date set for receiving submittals. The respondent may thereafter submit a new or modified SOQ prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final SOQ cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the City after the date of receipt and/or following oral presentations.
5. Disposition of Materials - All materials submitted in response to this RFQ become the property of the City. Information provided in response to this RFQ will be held in confidence and will not be revealed or discussed with competitors. However, one copy of each submittal shall be retained for the official files of the Department and will become public record after prequalification. The responses received from this RFQ may be distributed, however, by written request pursuant to the Freedom of Information Act of 1996.

The submitter understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding performance.



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6. Questions - Questions regarding this RFQ may be sent to the contact persons (City and OAC Contacts) listed in Section 1 via email no later than 5 business days prior to due date for submittals. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFQ, the reply will be made in the form of an addendum to the RFQ, a copy of which will be forwarded to all parties who have submitted an "Intent to Respond" form (Attachment D).

SECTION THREE – BACKGROUND

1. The City of Billings commissioned a comprehensive parking study for downtown Billings that was completed in January 2010. The analysis and report identified Broadway and Montana Avenue as one of several of key locations downtown where additional off-street parking was needed to meet existing and anticipated parking needs. A parking structure at this location was recommended to spur future and on-going development along Montana Avenue and to provide additional parking revenue and tax base for the City. The report further recommended that the approach to structured parking should support the Downtown Framework Plan's vision of shaping the downtown into a more walkable and compact community and other downtown improvement initiatives. A shift from low-density private surface parking to denser, structured parking with street-level retail space was identified as an important strategy in fostering a sense of place downtown, in improving the visitor's experience of the downtown, and in promoting high quality land use in the city core.
2. Preliminary Investigation: Preliminary design concept studies commissioned by the Downtown Billing Partnership (DBP) confirmed the feasibility of the site for use as a parking structure with a potential of up to 705 parking spaces and 18,000 SF of privately owned, street level retail/restaurant space fronting onto Montana Avenue. The opportunity to purchase and demolish the Northern Hotel Garage creating a full-block parking structure utilizing a flat floor/sloped floor design was determined to be the most cost efficient configuration on per-space basis. The full-block configuration also allows for flexible planning options for the retail space and the best opportunity to develop a contiguous street facade design sympathetic in both in massing and materials with the adjacent historic



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structures on Montana Avenue. The target number of spaces has been set at 533 spaces as limited by the funding available to construct the project and to meet the minimum capacity recommended in the Parking Study.

3. Land Acquisition: On April 11, 2011, the Billings City Council gave approval for the city-purchase of the Northern Hotel Garage, Empire Parking Lot, and the Windsor Court Building to assemble the land parcels needed for the project. The City and DBP subsequently have initiated an RFP process for the selection of a Project Management Team to assist the City in the project development.
4. Location: The project will be located on the 1/2 block located on the north side of Montana Avenue between North 27th Street and North Broadway.
5. On May 29, 2012, OAC Services, Inc was awarded the Project Management Services for the Empire Garage project. OAC is currently developing with the City the early programming, bridging and RFP documents that will be distributed with the RFP to the shortlisted offerors on or about July 31, 2012.

SECTION FOUR – SUBMISSION INSTRUCTIONS

1. SOQs are to be prepared in such a way as to provide a straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of the work envisioned in the RFQ. Emphasis should be placed on:
 - a. Conformance to the RFQ instructions
 - b. Responsiveness to the RFQ requirements
 - c. Overall completeness and clarity of content
2. Signature - All submittals shall be typewritten or prepared in ink and must be signed in longhand by the submitter or submitter's agent or designee, with his/her usual signature. A submittal by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Submittals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Submittals by a proprietorship must be signed by the City-and the name of each person signing shall be typed or printed legibly below the signature.

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3. To achieve a uniform review process and obtain the maximum degree of comparability, the SOQs shall be organized in the manner specified below. SOQs shall not exceed the number of pages noted in this section. Information in excess of those allowed will not be evaluated. One page shall be interpreted as one side of single-spaced, typed, 8½" X 11" sheet of paper, using no less than a 12 point font with top, bottom and side margins of no less than one inch.
4. Submit bound, unbound and electronic copies of your qualification statement as noted in item 8 of the Section One of the RFQ under correspondence contacts. Qualification Statements should include the following:
 - a. Title Page (1 Page) - The title page needs to include the following information: the name of your firm, address, telephone number(s), name of contact person, and date. The title page must be signed by a corporate officer or other individual who has the authority to bind the firm. The typed or printed name and title of the individual(s) signing the SOQ must be clearly shown immediately below the signature.
 - b. Table of Contents (1 Page) - Clearly identify the materials by Section and Page Number.
 - c. SOQ Narrative: (Not more than 15 Pages)
 - i. Company History – Outline relevant features of your company's history
 - ii. Relevant Experience – Include no fewer than three (3) and no more than five (5) projects of similar size and scope
 - iii. Organizational Chart of Team Members, Resumes and percentage involvement on project that each team member will be committed to the project during both design and construction (resumes do not count in page totals)
 - i. Project Approach / Work Plan: Provide a detailed description of your Team's approach to Design-Build delivery projects. Focus on how your approach will specifically affect the Empire Parking Garage Project. Summarize key efforts that your Team will use to maintain quality in both design and construction. Identify steps that will be taken to ensure



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appropriate design and constructability reviews will take place along with stakeholder approvals in early design. Identify how the Team will ensure that the City's expectations of quality are met. Clearly outline how the project Team will maintain budget and schedule and report to the City / OAC team on both

- ii. Subcontracting Plan: Provide a description of your approach to subcontracting portions of the work. Explain which scopes of work will be self-performed and which will be subcontracted. Provide your plan to encourage participation by local consultants, subcontractors and suppliers
- iii. Safety and Quality Plan: Provide safety and quality approach to the project.
- iv. Narrative on Why Your Team Should Be Selected
- v. Appendix:
 - a. Include all standard forms to be used as part of your process. Include a narrative as to how each form is utilized.
 - b. Provide the following completed forms:
 - a. ATTACHMENT A – VALIDATION QUESTIONS FOR SUPPLIER
 - b. ATTACHMENT B – CONDITIONS AND NON-COLLUSION FORM
 - c. ATTACHMENT E – SUPPLIER CONTACT INFORMATION

SECTION FIVE - SUBMISSION AND EVALUATION CRITERIA

1. A committee of individuals representing the City, project stakeholders and OAC will perform an evaluation of the SOQs. Submittals will be evaluated on the responses to the above and below listed information provided within each proposer's SOQ.
2. The following scoring criteria will be used to evaluate each proposer's SOQ based on the submittal requirements listed above:
 - a. Firm / Team Overview: **0-5 Points**



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- i. Provide a description of each firm within the proposal including:
 1. Years in Business – From start up to current date
 2. Annual Volume – Current year and past 10 years of business
 3. Past Project List – Last 10 years
 4. Current Work Load – Each project, phase, percent complete, and client reference for each project
 5. Provide outline of projects that the differing firms within the proposal have worked together on.
- b. Company History / Relevant Experience: **0-20 Points**
 - i. Provide a description of a minimum of three and no more than five similar projects to this project. Include the following information:
 1. Site Size / Area in Acres
 2. Building Area
 3. Height
 4. Location
 5. Number of Stories
 6. Number of Spaces
 7. Floor-to-Floor Heights
 8. Original Budget
 9. Original Schedule Start to Completion Dates
 10. Actual Costs
 11. Actual Start and Completion Dates
 12. 50 word maximum narrative describing how the project is relevant to this project
 13. References to include:
 - a. One from an Owner of a similar facility



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- b. One from a user if different than the Owner – If not, provide two from Owners
 - c. One from a local Chief Building Official
 - d. One from a Major Trade Contractor on a similar project
- c. Experience of Personnel assigned to the project: **0-20 Points**
 - i. Provide an organizational chart illustrating staff and line positions for each team member.
 - ii. Provide a description of duties and responsibilities of each team member.
 - iii. Provide a résumé for each team member. Include each member's relevant experience.
 - iv. Provide a matrix illustrating the relationship of each team member to the projects illustrated in the experience of the qualifications statement.
- d. Project Approach / Work Plan: **0-25 Points**
 - i. Describe your design/build approach and philosophy.
 - ii. Detail how you will manage the process and projects to ensure budget and schedule compliance.
 - iii. Detail how you will include the City and OAC in the process.
 - iv. Detail all stakeholders involved with the project and how you will include them in the process.
 - v. Detail your quality assurance and quality control process.
 - vi. Detail your dispute resolution process.
 - vii. Detail your submittal review, request for information, and changes to work processes.
 - viii. Provide examples of your standard forms and documents used in the administration of a project similar to the project described in this proposal.
- e. Subcontracting Plan: **0-20 Points**



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- i. This project will be financed by the City. Detail, in the subcontracting plan, how you will comply with the City's procurement requirements.
- ii. Include detail that illustrates how you will encourage and promote local participation.
- iii. Outline how much of the work you will self-perform versus subcontract, and your philosophy towards self performed work on this project.
- iv. Provide five case studies that detail your subcontracting plan and local participation for specific projects:
 1. Total Construction Cost
 2. Number of contracts and dollar value for each contract
 3. Name and contact information for each contract
 4. Percent and dollar value of local participation
- f. Why Your Team: **0-10 Points**
 1. Provide a narrative of not more than two pages explaining to the evaluators what makes your team the most qualified for this project. Include information as to your unique offering.

SECTION SIX – CITY'S RIGHT TO TERMINATE THE PROCESS

1. The City's intention is to procure a Design/Build Team to provide services for this project. The City reserves the right to:
 - a. Terminate this process at any point without cause.
 - b. The City also reserves the right to reject any and all SOQs submitted, and/or to not proceed with a Request for Proposal or Contract award.

SECTION SEVEN – CLARIFICATIONS AND ADDITIONAL INFORMATION

1. The City reserves the right to request clarifications or additional information from any Offeror. Specific questions may be addressed to each of the Offerors and the Proposal Review Committee may consider



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any further elaboration by the Offerors of any information previously submitted.

2. The City reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

SECTION EIGHT – LATE SUBMITTALS

1. Under no circumstances will Qualification Statements and /or Proposals received after the delivery time specified be considered. They will be returned to the Proposer unopened.

SECTION NINE – CHANGES IN THE OFFEORS TEAM MEMBERS

1. The Proposer is responsible to promptly notify the City and OAC as to any change in the information in its submitted proposal. Failure to inform the OAC within 24 hours of occurrence of a change may result in removal of the Proposer from consideration for the project.
2. Any changes to a Proposer entity after it has submitted its proposal may result in removal of the Proposer from consideration for the Project. Any additions, deletions, or substitutions in a Proposer's Team after it has submitted its proposal require a showing of good cause and must be clearly identified by the Proposer and the reasons for the changes must be provided.
3. Decreases in scoring may result from the reconsideration of changes in the project team. No increases in scoring will result from the reconsideration of changes in the project team.

SECTION TEN – ASSIGNMENT AND/OR TRANSFER

1. The selected Proposer shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibilities under the Agreement or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of the City, who has the sole discretion whether or not to consent to any contemplated assignment.



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SECTION ELEVEN – INSURANCE REQUIREMENT AND INDEMNIFICATION

1. Once the successful Proposer (hereafter deemed “Design-Builder”) has executed an agreement with The City, the Design-Builder will be required to furnish a performance and payment bond in an amount equal to the guaranteed maximum price plus 15%.
2. The surety company must be authorized and licensed to transact business in the State of Montana with a Financial Strength Rating of A- or better for a Financial Size Category of VII or greater.
3. As part of the contract execution requirements, the Design-Builder will procure and maintain, at its sole expense, insurance as outlined herewith. The policies are incorporated in the contract documents for the work by reference herewith.
4. Insurance Requirements:
 - a. For any Work, the Design-Builder shall purchase and maintain at its own expense, or cause to be purchased and maintained, throughout the term of these Contract Documents, the insurance as specified below. Insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the Work performed or required to be performed, provided or require to be provided, whether due to action or inaction by the Design-Builder or any Person for whom the Design-Builder is responsible hereunder, it being understood and agreed that the work may include hazardous and ultra-hazardous activities. Such insurance shall protect the Design-Builder from claims set forth below which may arise out of or result from the Design-Builder’s operations under these Contract Documents and for which the Design-Builder may be legally liable, whether such operations be by the Design-Builder or by a Subcontractor or by anyone directly or indirectly employed by any of the them, or by anyone for whose acts any of them may be liable.
 - i. Claims under Worker’s Compensation, occupational sickness, or disease, disability benefit and other similar employee benefits acts;
 - ii. Claims for damages because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance;



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- iii. Claims for damages because of injury to, or destruction of, property and other claims usually covered by property damage liability insurance.
- b. Commercial General Liability Insurance. The Design-Builder shall purchase and maintain a Commercial General Liability insurance policy on an occurrence coverage basis (including, without limitation, coverage for bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to these Contract Documents, coverage as respects independent contractor, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards) with limit not less than the amounts indicated below.
- c. Business Automobile Liability Insurance. The Design-Builder shall purchase and maintain Commercial Automobile Insurance including Owned, Non-Owned, and Hired Automobile Liability coverage for bodily and property damage with limits not less than the amounts listed below. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, and used by or on behalf of the Design-Builder. The coverage must be endorsed with ISO Form CA 9948, or a substitute form providing equivalent coverage, to include without limitations, coverage respecting liability arising out of the transporting, loading or unloading of Hazardous Material/Regulated Substances. The Commercial General Liability insurance limit and Auto Liability limit requirements may be satisfied by the purchase and maintenance of any combination of primary coverage, or an Umbrella or Excess Liability Policy.
- d. Worker's Compensation Insurance. Employers Liability with an annual limit not less than the amounts listed below or statutory limits whichever is greater; coverage shall include defense of an allegation against the employer for injury believed to have been substantially certain to occur. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.
- e. Contractors Pollution Liability. If Work performed or provided by the Design-Builder includes activities that could result in or give rise to a contamination or pollution incident, the Design-Builder shall purchase and maintain in force insurance covering loss and liability



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arising out of or relating to Work, and shall cover claims alleging bodily injury, property damage, or clean up which shall include investigation, response, removal, remediation, and neutralization of the pollution condition both on and off-site, or to any other location to which Hazardous Material/Regulated Substances were transported from the Work site with limits not less than the amount listed below. The Design-Builder's Pollution Liability insurance may be written on a claims-made basis provided such policy shall either (1) be renewed annually for a period of not fewer than twelve months following completion with substantially the same terms and conditions or (2) include an extended reporting period endorsement or clause providing not less than thirty-six months within which a claim may be made under the policy respecting the Design-Builder; provide further that if such insurance is written on a claims-made basis then the per occurrence limits stated above shall apply per incident; limits of liability shall apply on a per-Project basis.

- f. Professional Liability Insurance. If Work performed or provided by Design-Builder includes activities that could result in or give rise to a Professional Liability claim or loss, then the Design-Builder shall purchase and maintain in force Professional Liability insurance (including contractual liability coverage) covering liability and damages arising out of or resulting from the Design-Builder's professional services rendered, or which should have been rendered, pursuant to these Contract Documents. The Design-Builder shall purchase and maintain Professional Liability insurance coverage with limits no less than the amount listed below. Professional Liability insurance may be written on a claims-made basis provided such policy shall either (1) be renewed annually for period of not fewer than thirty-six months following Final Completion with substantially the same terms and conditions or (2) include an extended reporting period endorsement or clause providing not less than twelve months within a claim may be made under the policy respecting the Design-Builder's performance of Work; the cost of coverage for such twelve month period shall be borne exclusively by the Design-Builder, provided further that if such insurance is written on a claims-made basis then the per occurrence limits stated above shall apply per incident; and if



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commercially feasible, limits of liability shall apply on a per-project basis with a designated limit apply to the Project Site.

g. Required Limits

- i. Contracts in excess of \$5,000,000 or more require coverage with limits in an amount to be determined by the City and its Assigns and identified in the Special Conditions, but in no case less than the following amounts:

1. General Liability

\$5,000,000 per Occurrence

\$750,000 per Claim

\$5,000,000 Products / Completed Operations Annual Aggregate

\$5,000,000 Bodily Injury and Property Damage Limit for Each Occurrence Limit

\$5,000,000 Personal and Advertising Injury Limit

2. Business Automobile

\$5,000,000 Combined Single Limit

3. Employers Liability

\$5,000,000 Bodily Injury by Accident, Each Accident

\$5,000,000 Bodily Injury by Disease, Each Employee

\$5,000,000 Bodily Injury by Disease, Policy Aggregate

4. Contractor's Pollution Liability

\$2,000,000 Bodily Injury and Property Damage, Third-Party Claims, Each Occurrence

\$4,000,000 Bodily Injury and Property Damage, Third-Party Claims, Annual Aggregate

\$2,000,000 Clean-up, Response, and Remediation On-Site, Each Occurrence

\$2,000,000 Clean-Up, Response, and Remediation Off-Site, Each Occurrence

5. Professional Liability (Design-Build)

\$2,000,000 per Occurrence

\$2,000,000 per Claim



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- ii. Such policies shall be endorsed to provide that the Commercial General Liability and Umbrella/Excess limits of liability (including Products/Completed Operations coverage) General Aggregate Limits apply separately to each of the insured Design-Builder's projects.
 - h. Riggers Liability Insurance. To be issued by addendum.
5. Property Coverage – New Construction and Renovations
- a. Contractor's Property Insurance. Design-Builder shall purchase and maintain Property Insurance covering construction machinery, equipment, mobile equipment, special equipment, falsework, scaffolding, materials, valuable papers, trailers, and tools used or owned by the Design-Builder in the performance of Work. The City and its Assigns shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any property listed above used or owned by the Design-Builder in performance of the Work.
 - b. Builder's Risk: To be issued by addendum.
6. Insurance Policy Requirements
- a. Additional Insured. The City and the City's officials, officers, employees and Project Management Firm shall be named as additional insured on the Contractor's General Liability Policy, Automobile Policy, and Excess/Umbrella Liability Policy and shall be listed on the certificate of insurance submitted by the Contractor. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability and ISO Form CA 20 48 02 /99 Automobile Liability. The additional insured coverage afforded under the Contractor's policies shall include both ongoing operations (work in progress), and completed operations (completed work). Additional insured coverage shall be maintained for a minimum of thirty-six months after Final Completion.
 - b. Maintenance of Coverage. The Design-Builder shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until the date of the execution of the Certificate of Contract Completion by the OAC and shall be maintained for minimum of thirty-six month after execution. Failure



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to maintain the required insurance during the time specified shall be cause for termination of the Contract and could be considered a material breach to this contract.

- c. Primary Insurance. Except with request to the insurance required of the City/OAC pursuant to these Contract Documents, the insurance coverage to be purchased and maintained by the Design-Builder shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City/OAC which shall not contribute therewith, and there shall be severability of interest under the insurance policies for all coverage provided under said insurance policies and otherwise provide cross liability coverage.
- d. Sub-Contractor Insurance. The Design-Builder shall not sublet or subcontract any part of this Contract without assuming responsibility for requiring each of its Subcontractor(s) (and each subsubcontractor at every tier) to purchase and maintain the same types of insurance with substantially the same terms, conditions, and limits of liability as required of Contractor or as specified herein for Subcontractor. Failure of Contractor or any of its Subcontractor(s) to maintain insurance for minimum of thirty-six months after Final Completion as required by these Contract Documents shall be deemed a material breach of these Contract Documents allowing the City to terminate these Contract Documents or to provide insurance at the Design-Builder's sole expense, in neither case, however, shall Contractor's liability be lessened.
- e. Insurance Rating. All insurance required to be purchased and maintained by the Design-Builder shall be placed and maintained with insurance companies rated, currently and for at least the previous three years, at least equal to the AM Best's Rating of A-, financial size of VII, licensed to do business in Montana; where commercially feasible admitted to do business in Montana. The City/OAC's review, receipt and/or acceptance of any insurance policy purchased and maintained by the Design-Builder, or a certificate of insurance evidencing such insurance, shall not constitute approval of such insurance or agreement that such insurance satisfies the insurance requirements set forth in this Contract.



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- f. Notice of Occurrence. Upon the Design-Builder's knowledge of any occurrence or claim which may reduce or materially affect the aggregate amount of insurance coverage available to pursuant to these Contract Document, the Design-Builder shall (1) immediately provide The City and its Assigns with written notice of such occurrence, event or third-party claim(s) with reasonable detail, and (2) promptly obtain replacement insurance for the eroded aggregate limit and provide The City with evidence thereof.
- g. Evidence of Insurance. The Design-Builder shall submit to the City and OAC within ten (10) calendar days after award of the Contract to Contractor and prior to commencement of the Work, certificates evidencing the effectiveness of the foregoing insurance policies. The Design-Builder shall, within thirty (30) days of the City and its Assign's request during the term of these Contract Documents, provide The City with a full and complete copy of all insurance policies purchased and maintained by the Design-Builder pursuant to these Contact Documents. Annually for a period of thirty-six months following Final Completion, the Contractor upon written request from the City during the term and annually, shall promptly provide the City with certificates of insurance evidencing the effectiveness of the insurance coverage required pursuant to these Contract Document, and if requested by the City, original copies of the complete policies, including all endorsements. In no event shall any failure to demand a copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Design-Builder to obtain required insurance. Each policy and respective Certificate of Insurance shall expressly provide that no less than thirty (30) days prior to written notice shall be give to the City in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance. This requirement may be satisfied by the Design-Builder providing City such written notice.
- h. Deductible. Except with respect to the insurance required of the City, the Design-Builder shall be responsible for the payment of any and all deductible(s) or retention(s) under the policy or policies of insurance purchased and maintained by each pursuant to these Contract Documents.



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- i. No Limitation. The types and limits of Insurance to be purchased and maintained by the Design-Builder pursuant to these Contract Documents shall not be deemed to constitute a limitation of the Contractor's liability or indemnification obligation hereunder.
- j. Purchase of Insurance. If the Design-Builder fails to purchase and maintain, or fails to continue in force throughout the term of the Contract Documents and until Final Completion, insurance in the types and with limits of liability required under this Agreement, City may purchase such insurance and any cost thereof shall be borne by Contractor, and shall be deducted from any amounts due and owing by the Owner to Design-Builder. If such amounts are insufficient, the Design-Builder agrees to promptly pay the City the amount incurred by the City to purchase such insurance.

7. Waivers of Subrogation:

To be issued by Addendum

8. Indemnification

- a. The Design-Builder will agree to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of the Design-Builder or its agents or employees.
- b. The Design-Builder shall not indemnify, defend, save and hold the City harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the City occurring during the course of or as a result of the performance of the subsequent agreement.
- c. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the City and the Design-Builder, the Design-Builder shall indemnify, defend, save, and hold the City harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Design-Builder's or any subcontractor's wrongful or negligent acts occurring as a result from the Design-Builder's performance pursuant to the subsequent agreement.



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ATTACHMENT A

VALIDATION QUESTIONS FOR SUPPLIER

GENERAL INFORMATION

- 1) Company Name
Address:
Contact Name:
Contact Phone:
Contact Email:
Website/URL:
- 2) How many facilities/locations do you have in the U.S? Please list.
- 3) How many years has your company been doing business under this name?
- 4) Total Full-Time Employees.
- 5) Do you have Small Business Administration Status? If yes, can you provide documentation?
- 6) What are your standard payment terms?
- 7) References - Please attach a Word® document with all contact information for at least the following three references:
 - a) New Company (started doing business with them in the past 12 months)
 - b) Retained Company (have been doing business with them for 3 + years)
 - c) Former Company (contract terminated in the past 2 years)
- 8) Can you provide a statement and meet the City of Billings insurance requirements as outlined in Section 3 above?

FUNCTIONALITY

- 1) All certificates of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the City of Billings should your coverage change. Are you willing to do this?

QUALITY AND SERVICE

- 1) Do you have a quality assurance program? If yes, please attach a copy.
- 2) Are your employees required to take a mandatory drug test?

LEGAL ISSUES

- 1) Are there any pending lawsuits against your company? If yes, please explain.



City of Billings

ATTACHMENT B

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this agreement, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a response; that this submittal has been independently arrived at without collusion with any other submitter, competitor or potential competitor; that this submittal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation

Authorized Signature

Address

Printed Name

City/State/Zip

Title

Date

Telephone Number



City of Billings

ATTACHMENT C

MASTER Q & A FORM

PROJECT: EMPIRE GARAGE DESIGN-BUILD REQUEST FOR QUALIFICATIONS

Master Q&A	Any questions regarding this RFQ should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	<ol style="list-style-type: none">1. Prepare questions or concerns on the template provided.2. Complete the table in full, providing a date for each question and a section of the RFQ to reference (if applicable).3. Submit the completed form via email to Steve Johnson, OAC Services, Inc at: sjohnson@oacscvs.com. Attach associated documents as necessary. <p>Please contact Chris Mallow or Steve Johnson with any questions regarding this process.</p>

Questions from: _____ Company: _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



City of Billings

ATTACHMENT D
INTENT TO RESPOND FORM

RFQ: _____ **Dated** _____

Fax the following Intent to Respond form to Chris Mallow and Steve Johnson at the listed emails / faxes noted below within four (4) days of RFQ date even if your company chooses NOT to respond to the RFQ.

To: City of Billings Attn: Chris Mallow, Parking Supervisor Email: mallowc@ci.billings.mt.us Phone: (406) 657-8412 Fax: (406) 247-8608	To: OAC Services, Inc Attn: Steve Johnson, Sr. Program Mgr Email: sjohnson@oacsvcs.com Phone: (206) 378-2907 <i>Fax: (206) 285-4371</i>
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From: _____	Contact Name
_____	Company Name
_____	Company Address

_____	Phone Number
_____	Fax Number
_____	Email Address

We intend to respond to this RFQ by the specified due date:

Yes _____ No _____

Company Name Date

Contact Name (please print) Title

Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



City of Billings

ATTACHMENT E

SUPPLIER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	
Title/Function:	
Address	
Business Hours Phone:	
Fax:	
Internet E-mail Address:	
Name of Person Responding to Request:	
Title/Function:	
Address:	
Phone:	
Fax:	
Internet E-mail Address:	

B. General Company and Financial Information

Company Name:	
Headquarters Address:	
City, State, ZIP	
Headquarters Phone:	
Headquarters FAX:	
Company Owned By:	
Percent % Ownership:	
Years In Business	
Name of CIO	
Name of CEO/President:	