

S & K GAMING, LLC

**REQUEST FOR PROPOSALS FOR
GENERAL CONTRACTOR/CONSTRUCTION MANAGER SERVICES FOR
ALTERNATIVE PROJECT DELIVERY FOR THE
KWATAQNUK RESORT CASINO REMODEL OF BANQUETS/CASINO**

OCTOBER 2020

**REQUEST FOR PROPOSALS FOR
GENERAL CONTRACTOR/CONSTRUCTION MANAGER SELECTION
FOR REMODEL OF BANQUET/CASINO**

The Board of Directors for S&K Gaming, LLC (SKG), requires the services of a competent General Contractor/Construction Manager(s) (GC/CM), normally engaged in this profession and duly registered as a Construction Contractor in the State of Montana, to provide GC/CM services as an alternative delivery process, specifically for the following Project:

**REMODEL OF BANQUET/CASINO at
Kwataqnuq Resort Casino
49708 US Hwy 93,
Polson, Montana 59860**

It is SKG's desire to engage a qualified GC/CM to work with OZ Architects of Missoula Montana, the lead architect on the project, for the performance of this project.

Time is of the essence. The current expectation is that the project will be fully completed and ready for occupancy by June 2021.

The final form of the contract shall be an amended AIA A-133™ - 2009 "Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus A Fee with a Guaranteed Maximum Price", in conjunction with AIA A201™ - 2007 "General Conditions of the Contract for Construction."

It is the intent of SKG to make a single award for these services specific to the remodel of the banquet and casino areas at Kwataqnuq.

The entire context of this RFP for GC/CM services is available at Kwataqnuq Resort Casino's website www.kwataqnuq.com under the contact tab.

Request for Proposals for GC/CM Services
Casino Remodel
Kwataqnuq Resort Casino

Seven (7) hard copies and one (1) USB Flash Drive of your response to this RFP must be received no later than **November 13, 2020, 5:00 pm MST** at:

S&K Gaming, LLC
Attn: Bryon Miller, CEO
PO Box 969
Polson, MT 59860

Due: November 13, 2020 @ 5:00 PM MST

Late submittals will not be accepted.

ALL QUESTIONS AND CONTACTS REGARDING THIS RFP MUST BE SUBMITTED IN WRITING (email is acceptable) TO:

Bryon Miller, CEO
PO Box 969
Polson, MT 59860
Email: bmiller@csktgaming.com

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by SKG are entirely the responsibility of the proposer. SKG is not liable for any expense incurred by the proposer in the preparation and presentation of their proposal or any other costs incurred by the proposer prior to the execution of a contract. All materials submitted become the property of SKG. It is the proposer's responsibility to verify further additional and subsequently published information on the company website, www.kwataqnuq.com in the form of addenda or other publications pertinent to this submittal, if applicable.

GENERAL REQUIREMENTS FOR GC/CM SERVICES:

SCOPE OF PRECONSTRUCTION SERVICES

Each GC/CM invited to respond to this RFP shall propose a maximum preconstruction services fee for Construction Phase Services. The specific scope of preconstruction services will be negotiated prior to signing the Contract. In general, preconstruction services are anticipated to include the following:

1. Participation in all subsequent design, coordination, and building committee meetings if invited;
2. Review of all designs for constructability;
3. Work with SKG and design team on phasing, scheduling, and other strategies to complete construction of this scale of the project on or before the stated date;
4. Coordination and gathering of input from subcontractors regarding constructability;
5. Prepare construction cost estimates for the project at the remaining phases of design taking into consideration schedule and market conditions;
6. Consult with, advise, assist, and provide recommendations to SKG and design team on all aspects of the planning and design of the work accomplished to date;

7. Provide information, estimates, schemes, and participate in decisions regarding construction materials, methods, systems, phasing, sustainability and costs to assist in determinations which are aimed at providing the highest quality structures, constructed using the most sustainable construction materials and practices, within the budget and schedule;
8. Review in-progress design and construction documents and provide input and advice on construction feasibility, alternative materials, costs, and availability;
9. Review completed design and construction documents prior to subcontractor/supplier bidding/selection and suggest modifications to improve completeness and clarity and to mitigate construction change requests due to inconsistencies or omissions in the construction documents;
10. Provide input to SKG and the design team regarding the construction market bidding climate, the status of key subcontract markets, and other relevant economic conditions;
11. Recommend and actively source labor and material resources necessary to complete the project construction;
12. Provide input to SKG and the design team regarding long lead time materials and equipment, impact on the construction schedule and strategies for mitigating the impact;
13. Notify SKG and design team immediately if construction cost estimates appear to be exceeding the construction budget, and reconcile each cost estimate with the Architect's cost estimate, if required;
14. Furnish a final construction cost estimate, with agreed-upon contingency percentage, for SKG's review and approval;
15. Develop a comprehensive CPM construction schedule;
16. Develop all subcontractor/supplier bid packages and perform all advertising and receipt of subcontractor and supplier bids;
17. Obtain bids per trade for SKG's/Architects review, unless otherwise approved by SKG in order to meet resourcing requirements, per GC/CM Contract. Self-performed work must be bid against at least two subcontractors, if readily available;
18. Comply with all applicable Confederated Salish and Kootenai Tribes Indian Preference laws and regulations.
19. Upon execution of any Early Work Amendment prior to a GMP agreement, undertake early material procurement, site preparation, and advance construction work.

SCOPE OF CONSTRUCTION PHASE SERVICES

In general, construction phase services are anticipated to include the following:

It is anticipated that a GMP for the entire project will be requested near the completion of the Construction Documents phase provided the cost estimate is within SKG's budget. The established GMP will be the maximum amount paid for the entire work unless scope changes are requested by the SKG. Acceptance of the GMP by contract will constitute completion of preconstruction services and that a subsequent GMP Agreement/Amendment will initiate the construction period services for the Project. For any on-site construction work started prior to the executed amendment for GMP, the GC/CM will be required to submit performance and payment bonds totaling the cost of the work as it progresses. At the time of execution of the GMP amendment, the GC/CM will be required to submit a 100% performance and 100% payment bond for the amount of the GMP.

SELECTION PROCEDURE:

SKG intends to evaluate and award a contract for the project without conducting discussions. However, SKG reserves the right to conduct discussions if determined by SKG to be in the best interest of SKG at any time leading up to contract award. As such, the GC/CM is encouraged to provide their best possible pricing initially as final proposal revisions may not be requested.

The GC/CM shall submit a cover letter and statement of interest and all required information by the response date of this RFP. All information will be evaluated and rated in a manner that best serves the interests of SKG. Past Performance, Critical Personnel, and Equipment, Scheduling and Pricing are all of significant importance.

The responses to this RFP will be reviewed and scored - based upon project approach and price – and the three GC/CM's with the highest scores may be given the opportunity to make a formal presentation (interview) to the selection committee.

PROJECT APPROACH (Scored from a total of 100 points)

Provide details of your project approach, which shall address, at a minimum:

1. Details of your project management approach to meet the needs of the project. Provide details of your proposed project managers duties, responsibilities and time allotted to the project. Include resume' for the proposed project manager; **10 points**
2. Details of your project supervisory approach to meet the needs of the project. Provide details of your proposed supervisor(s) duties, responsibilities and time allotted to the project. Include resume' for proposed superintendent; **10 points**
3. Your past experience and ability to work with the selected A/E firm during the design, budgeting and construction phase; **10 points**
4. What you consider the most critical components of providing construction services while business operations are preserved and your plan to address such components; **20 points**
5. Your company's specific procedures regarding safety and security while working in residential neighborhoods; **15 points**
6. Your plan to encourage participation by local subcontractors, suppliers, and labor. Provide a detailed description of work normally performed by your own forces, and provide a detailed description of work normally subcontracted to other firms or companies. Discuss your subcontracting plan and thoughts on engaging services of local firms as well as your prequalification process for the selection of potential subcontractors. Major subcontractors (e.g. mechanical, electrical, technology/data and security) may be selected by the GC/CM on a qualification, performance, or best value basis in collaboration with SKG and its Architect and Engineers, as appropriate; **20 points**
7. Your proposed project schedule; Demonstrate your proposed progress schedule in a time-scaled bar graph format. The horizontal axis of your schedule should be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The schedule shall show start and completion dates for specific tasks. Provide adequate detail to demonstrate your understanding of the project delivery. For the purpose of responding to this RFP, assume a

start date for on-site construction of November 1, 2019 and a completion date of May 1st, 2020;
15 points

PRICE (Scored from a total of 100 points):

- a. Preconstruction Services Fee - Provide your firm's Preconstruction Services Fee as a maximum, not-to-exceed amount for this Project, together with hourly rates or other bases of compensation for those assigned to the preconstruction phase. These services are to be paid on a cost-reimbursement basis up to the stated maximum. This fee is for the services described above and other services you describe herein. A zero-dollar or token Preconstruction Services Fee is prohibited.
- b. GC/CM Fee - Provide your firm's GC/CM Fee for overhead and profit as a percentage of the Estimated Cost of Work for this Project. Assume the Estimated Cost of Work (ECoW) to be \$1,500,000. The ECoW does not include the project design/construction contingency.
- c. General Conditions Costs - Complete the attached "Guaranteed Maximum Cost for Reimbursable expenses for General Conditions" (GMCR) worksheet to indicate your firm's proposed guaranteed maximum costs covering general conditions for the duration proposed in this RFP and not for your proposed schedule. **Any line item not completed on this worksheet with a specific dollar amount, but with the designation of "By SKG", "Cost of the Work", "Not Required" and/or other similar responses, will be evaluated and leveled by utilizing the highest line item cost taken from the other proposers worksheets, or at SKG's discretion zeroed out on all proposers worksheets, to make an accurate general conditions cost comparison.**
- d. Method of Adjustment for Change Orders - The proposal shall include the method of adjustment as a single, combined percentage for the GC/CM's overhead and profit allowance for SKG-directed changes in the Work.
- e. Sub-Contractor Method of Adjustment - The proposal shall include the method of adjustment as a single, combined percentage for the limit of your subcontractors overhead and profit allowance for SKG-directed changes in the Work.
- f. SKG's's analysis of fees and costs (Cost Comparison): The ECoW (\$1,500,000) will be multiplied by the firm's GC/CM Fee percentage then added to the proposed General Conditions Costs and Preconstruction Services Fee to provide an overall cost comparison among the firms. *(this comparison is only one factor in how the committee will score this portion of the RFP)*

Cost comparison value = (\$1,500,000 x GC/CM fee) + GMCR + Preconstruction Services Fee

Pricing will be evaluated to determine the reasonableness and evaluate potential performance risks. In this context, reasonableness may be determined by comparing offered prices with the initial budget study or other critical factors. Pricing will be evaluated as either reasonable or unreasonable. SKG reserves the right to cancel the RFP and re-solicit via another mechanism should a fair and reasonable price not be achieved or reasonableness of price cannot be determined.

PRESENTATION AND INTERVIEW (Scored from a total of 100 points)

Only the top three highest scored GC/CM's based on project approach and pricing may have the opportunity to interview with the selection committee. The interview date, time and location will be provided, if applicable. The format of the presentation and interview will be left up to the proposing firm. Presentations will be limited to a 15-minute setup time and a 60-minute presentation. At a minimum, the GC/CM's proposed project manager, pre-construction services estimator, and construction superintendent must be present at the interview.

PROJECTED COST RANGE: The estimated cost for direct construction is \$1,500,000. This cost will be utilized to calculate an overall price for scoring purposes but DOES NOT include; GC/CM GMCR, overhead, profit, permits, performance or payment bonds.

BONDING:

For any on-site construction work started prior to the executed amendment for GMP, the GC/CM will be required to submit performance and payment bonds equal to the current cost of the work. SKG will then require the successful GC/CM(s) to provide performance and payment bonds in the amount of 100% of the final established value of the work (GMP).

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, tribal or local laws, rules, and regulations. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

INSURANCE - WORK ON A SKG FACILITY

The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

Before commencing work under this contract, the Contractor shall notify SKG in writing that the required insurance has been obtained. The Contractor shall insert the substance of this clause, including this paragraph, in Subcontracts under this contract that require work on an SKG installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to SKG upon request.

Contractor shall carry the following insurance and shall provide SKG with certificates verifying coverage for the following:

- A. **Insurance Carrier:** Must be rated at least "A-" by A.M. Best Company or acceptable State Fund for Workers Compensation.
- B. **Workers Compensation:** Copy of Contractors Exemption, if applicable and proof of Workers Compensation Insurance. SKG may withhold a percentage to cover costs if proof of coverage is not provided.
Workers Compensation- Statutory

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| | |
|------------------------------------|---------------------------|
| Employers Liability Limits- | \$1,000,000 Each Accident |
| \$1,000,000 Disease- Policy Limit | |
| \$1,000,000 Disease- Each Employee | |

- C. **Commercial General Liability Insurance:** Including Premise & Operations, Personal & Advertising Injury, Blanket Contractual (no restrictive endorsements such as CG 2139, CG 2426, CG 2294) and Products & Completed Operations.

| | |
|-----------|-------------------------------------------|
| Limits: | \$1,000,000 Each Occurrence |
| | \$2,000,000 Products/Completed Operations |
| Aggregate | \$2,000,000 General Aggregate |

SKG shall be named as a **Primary Additional Insured**. The policy will provide an endorsement to provide coverage for SKG as an additional insured including **Completed Operations Liability**. The use of the ISO CG 3287 and CG 3290 or its equivalent is acceptable. If the **additional insured endorsement** does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project.

Waiver of Subrogation in favor of SKG. Per Project Aggregate Endorsement required.

- D. **Automobile Liability:**

| | | |
|---------|-----------------------|---------------------------|
| Limits: | Owned Autos | \$1,000,000 Each Accident |
| | Hired/Non-Owned Autos | \$1,000,000 Each Accident |

- E. **Umbrella/Excess Liability:**

Limits: \$1,000,000 Each Occurrence

- F. **SKG & Contractors Protective Liability (OCP):**

| | |
|---------|-----------------------------|
| Limits: | \$1,500,000 Each Occurrence |
| | \$3,000,000 Aggregate |

Policy will be in the name of SKG

- G. **Contractor Tools/Equipment:** All tools leased, borrowed or owned by the Contractor/Subcontractor will be their responsibility.

- H. **Cancellation/Non-Renewal Notice:** Minimum of 45 days on Certificate of Insurance.

Builders Risk Insurance will be provided by SKG.

INSTRUCTIONS TO PROPOSERS

Proposals must:

1. Follow the format outlined in the Selection Procedure, above.
2. Be signed by an officer or principal of your firm.
3. Be contained in a document not to exceed 20 pages total (single or double-sided printing is acceptable) including whatever pictures, charts, graphs, tables, and text the firm deems appropriate to be part of the review of the firm's qualifications. Sections are to be tabbed and all pages numbered sequentially. A separate transmittal letter, cover page, cover sheets, sample schedules, and dividers are exempted from the page limit (schedules can be 11x17 inches tri-folded into the document). The page size is limited to 8-1/2 x 11 inches, with basic text information reasonably legible.
4. Include a proposed project schedule, and which does not count toward the page limit.
5. Include a cover letter and statement of interest addressed to the selection committee specifically addressing the project described within this RFP, and which does not count toward the page limit.
6. Include resumes' for the proposed Project Manager, pre-construction services manager and Project Superintendent, and which does not count toward the page limit.

7. Include the following Guaranteed Maximum Cost for Reimbursable Expenses (GMCR) for General Conditions, and which is exempt from page limit in line item (3) above.

**GUARANTEED MAXIMUM COST FOR REIMBURSABLE EXPENSES
 FOR GENERAL CONDITIONS (GMCR)**

List the following Guaranteed Maximum Cost for Reimbursable (GMCR) expenses for General Conditions. **All lines are to be completed by listing one of the following:**

1. The dollar amount to be reimbursed.
2. "Included in Fee" if included in GC/CM Fee = IIF
3. "By SKG" if required but not included in GMP, GC/CM Fee or GMCR = BO
4. "Not Required" if the GC/CM determines that the service is not required for the project = NR
5. "Cost of the Work" if the GC/CM determines that an item will be issued in a later bid pack = COW

The total of these costs shall constitute the Guaranteed Maximum Cost for Reimbursables (GMCR).

| 100 | Personnel/Organization | Quantity | Unit | Unit Price | GMC |
|------------|-------------------------------|-----------------|-------------|-------------------|------------|
| 1 | Project Executive | | | | |
| 2 | Project Manager | | | | |
| 3 | Assistant Project Manager | | | | |
| 4 | Estimator | | | | |
| 5 | Project Engineer I | | | | |
| 6 | Project Engineer II | | | | |
| 7 | Project Superintendent | | | | |
| 8 | Business Manager | | | | |
| 9 | Secretary | | | | |
| 10 | Clerk | | | | |
| 11 | Travel Costs/Relocation Costs | | | | |
| 12 | Housing/rental | | | | |
| 13 | Intern | | | | |
| 14 | Other | | | | |
| 15 | Other | | | | |
| | | | | | |
| | Subtotal | | | | |
| | | | | | |
| | | | | | |
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| 200 | All Office (Home & Field) Supplies and Expenses | Quantity | Unit | Unit Price | GMC |
|------------|------------------------------------------------------------|-----------------|-------------|-------------------|------------|
| 1 | Office and Eng. Supplies | | | | |
| 2 | Office Equipment - Rent or Depreciation | | | | |
| 3 | Office Equipment Purchase | | | | |
| 4 | Photo Copy | | | | |
| 5 | Blueprints - Printing | | | | |
| 6 | Photos | | | | |
| 7 | Computer Equipment | | | | |
| 8 | FAX Charges | | | | |
| 9 | Telephones Charges | | | | |
| 10 | Cell Phone Charges | | | | |
| 11 | Radios | | | | |
| 12 | Postage | | | | |
| 13 | Other | | | | |
| | Subtotal | | | | |
| | | | | | |
| 300 | Field Office Rental | Quantity | Unit | Unit Price | GMC |
| 1 | Rent | | | | |
| 2 | Transport, Set-Up, and Dismantle | | | | |
| 3 | Field Office Hookup & Utilities | | | | |
| 4 | Electricity | | | | |
| 5 | Maintenance/Janitorial | | | | |
| 6 | Water | | | | |
| 7 | Heat | | | | |
| 8 | Phone/Data/Technology | | | | |
| 9 | Toilet facilities | | | | |
| 10 | Security/Signage/Cameras | | | | |
| 11 | Other | | | | |
| | Subtotal | | | | |
| | | | | | |
| 400 | Professional Services | Quantity | Unit | Unit Price | GMC |
| 1 | Design/Engineering | | | | |
| 2 | Data Processing | | | | |
| 3 | Consulting Fees and Expenses | | | | |
| 4 | Legal Expense | | | | |
| 5 | Project Scheduling | | | | |
| 6 | Surveying (Building and Site Layout) | | | | |
| 7 | SWPP Implementation & Oversight | | | | |
| 8 | Other | | | | |
| | Subtotal | | | | |

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| 500 | Project Transportation/Travel | Quantity | Unit | Unit Price | GMC |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|------------|
| 1 | General Automotive | | | | |
| 2 | Trucks including fuel and automobile liability insurance | | | | |
| 3 | On-site transports | | | | |
| 4 | Material Hoisting (cranes/forklifts) | | | | |
| 5 | Personnel Hoisting (manlifts) | | | | |
| 6 | Other | | | | |
| 7 | Other | | | | |
| | | | | | |
| | | | | | |
| | Subtotal | | | | |
| 600 | Miscellaneous Expenses | Quantity | Unit | Unit Price | GMC |
| 1 | Home Office Management Expenses | | | | |
| 2 | Cash Discounts Earnings | | | | |
| 3 | Advertising | | | | |
| 4 | Home Office Accounting | | | | |
| 5 | Association Fees | | | | |
| 6 | Performance & Payment Bonds | | | | |
| 7 | Permits (plan review fee by others) | | | | |
| 8 | Commercial General Liability, umbrella and OCP premiums attributable to this specific project; | | | | |
| 9 | As-Built Documents provided to A/E | | | | |
| 10 | Close-out Information | | | | |
| 11 | O&M Manuals (3 sets + 1 electronic) | | | | |
| 12 | Safety/First Aid | | | | |
| 13 | Continuous Clean-up | | | | |
| 14 | Rubbish Removal | | | | |
| 15 | Final Clean-up | | | | |
| 16 | Punch List | | | | |
| 17 | Temporary Protection | | | | |
| 18 | Site Fencing & Signage | | | | |
| 19 | Temporary Heat | | | | |
| 20 | Temporary Partitions/Phasing Costs | | | | |
| 21 | Dust Control/Snow Removal/Street Cleaning | | | | |
| 22 | Other | | | | |
| | | | | | |
| | Subtotal | | | | |
| | | | | | |
| Total Guaranteed Maximum Cost for Reimbursable | | | | | |

- END OF THIS REQUEST FOR PROPOSAL -