

REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

Summit Fire & EMS Fire Protection District

New Silverthorne Fire Station
A Public Works Construction Project

January 23, 2023

REQUEST FOR PROPOSALS

CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

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I. PURPOSE OF RFP AND DEFINED TERMS

The Summit Fire & EMS Fire Protection District ("**Fire District**"), a political subdivision of the State of Colorado, organized pursuant to the Special District Act, §32-1-101, C.R.S., *et seq.*, invites proposals from qualified firms to serve as Construction Manager/General Contractor ("**Contractor**") in providing preconstruction and construction services for a new Fire Station in Silverthorne, Colorado. **THIS IS A GUARANTEED MAXIMUM PRICE ("GMP") PUBLIC WORKS CONSTRUCTION PROJECT.**

All capitalized terms in this Request for Proposals ("**RFP**") that are not defined herein shall have the meaning set forth in the Contract Documents defined in Section IX of this RFP.

II. PROJECT DESCRIPTION

Construct an approximately 8,700 square foot Fire Station in Silverthorne, Colorado that will include, but will not necessarily be limited to, two drive through bays, a service alley with a mezzanine above, decontamination area, support areas, dayroom, fitness, office space and bunk rooms. We

III. SCOPE OF SERVICES

The intent of this RFP is to solicit qualified Contractors with expertise in providing typical construction manager/general contractor ("**CM/GC**") services. The successful Contractor will become part of a collaborative team with the Fire District and the architect. Required services include, but are not limited to:

General:

- a) Regularly attend meetings during all phases of design and construction, including Fire District Board meetings, and, potentially, meetings with the community.

Pre-Construction Services:

- a) Provide cost estimating services at each phase of the design to ensure the design is progressing within the Fire District's established budget.
- b) Validate pricing with sub-contractors as required during the design process. Continuously monitor design against budget and provide regular updates to the Fire District.
- c) Establish budget line items for portions of the Work that have not yet been designed.
- d) Coordinate any value engineering efforts with the Fire District and the architect to ensure construction costs remain within the established budget.
- e) Provide system recommendations and associated cost options to the design team.
- f) Be actively involved in the design process. Collaborate with the design team to arrive at solutions that are creative and cost effective.

Scheduling:

- a) Upon issuance of a Notice to Proceed, the Contractor will work closely with the project team to prepare a detailed master construction schedule for the project.
- b) Show all activities necessary to complete all aspects of the design requirements.
- c) Determine long lead items, including those with potential supply chain issues, and critical path tasks for completion of the project in the required time frame.
- d) Identify Bid Package requirements to maintain project schedule.

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Constructability Reviews:

- a) At each phase of design, review the documents for constructability and prepare a formal list of comments to be reviewed and coordinated with the project team.
- b) Engage critical subcontractor input in the constructability process.
- c) Make recommendations to the design team regarding design documentation and detailing.

Construction Services:

- a) Construct the Work in accordance with the Contract Documents, the drawings and specifications, and other construction documents within the scheduled timeframe agreed to by the Fire District.
- b) Maintain all relevant project records on behalf of the Fire District, such as meeting minutes, as-built drawings, submittals, RFI's, schedules and inspection reports.
- c) Deliver finished project with quality workmanship.
- d) Maintain and be responsible for the project schedule with weekly updates for the project team.
- e) Be responsible for construction budget and communicate budget status to the project team on a regular basis.
- f) Be proactive throughout construction to minimize punch list work at the completion of the project.
- g) Review proposed subcontractor change order costs, requiring sufficient detail to determine reasonableness, before submitting to the Fire District for approval.
- h) Maintain safety and security during construction.

Closeout Services:

- a) Provide warranties, operation and maintenance documentation, Fire District training, and closeout assistance.
- b) Initiate 11 month warranty walk through with the Fire District and correct any outstanding warranty issues.
- c) Serve as Warranty Administrator, which coordinates and administers all warranty claims during the applicable warranty periods.

IV. PRE-CONSTRUCTION FEE AND GUARANTEED MAXIMUM PRICE

A Contractor's proposal shall state a fixed fee for its pre-construction services. The proposal also shall include a good faith GMP for the construction phase of the project. The GMP shall be divided into the Contractor's good faith estimate of the Cost of the Work and the Contractor's Fee, which shall be stated as a lump sum and as a percentage applied to the Cost of the Work. The Fire District has the right to negotiate a cost adjustment based on scope clarification subsequent to the selection and prior to execution of the Contract Documents.

At the time a building permit is approved, the Fire District and the selected Contractor shall undertake good faith efforts to establish a final Guaranteed Maximum Price for the construction phase of the project, which shall be set forth in a GMP Amendment that is signed by the Fire District and the selected Contractor. The GMP Amendment also shall establish the date by which substantial completion of the project shall be achieved and shall set forth such other aspects of the project as the Fire District deems appropriate. If the Parties are unable to agree upon the

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GMP or any other component of the GMP Amendment, the construction phase of the project will automatically terminate and the Fire District, in its sole discretion, may terminate the project, hire a different Contractor, including one that was on the shortlist for the project, or take such other action as the Fire District deems appropriate.

All costs of labor, materials and/or any other expenses associated with the Work and/or the project whatsoever that are not agreed to by the Fire District in writing through a Change Order, and that would cause the GMP to be exceeded, shall be paid by the selected Contractor without reimbursement by the Fire District.

V. QUESTIONS REGARDING RFP AND SUBMISSION DEADLINE

Any questions regarding this RFP shall be in writing and submitted to Finance Manager Mary Hartley at the following email address: mhartley@summitfire.org. **Contractors must submit their questions by 5:00 P.M. (MST) on February 13, 2023 (“Question Deadline”).**

Contractors must submit their proposal by 5:00 P.M. (MST) on February 27, 2023 (“Submission Deadline”). All proposals must be submitted by email to Finance Manager Mary Hartley at the following email address: mhartley@summitfire.org. The subject line for the email must state: “Proposal for CM/GC Services”. Late submittals will not be accepted.

Contractors are solely responsible for ensuring that their emailed proposal has been received by the Fire District. The Fire District will not search for emailed proposals that are not delivered or are delivered to "spam" or "junk" folders. Contractors may contact Finance Manager Mary Hartley at mhartley@summitfire.org; (970) 262-5100 ext. 120 to confirm that their emailed proposal has been received. Contractors preparing and submitting a proposal do so solely at their own expense.

VI. PROPOSAL EVALUATION PHASE I – CONTRACTOR INFORMATION, EXPERIENCE AND QUALIFICATIONS

During the selection process, the Fire District has the right to negotiate further with one or more of the Contractors as to any features of their proposals, and to accept modifications to the Work and price when such action will be in the Fire District’s best interest. This includes solicitation of a best and final offer from one or more of the Contractors. The Fire District will have sole determination of which proposal, if any, is in the Fire District’s best interest. At any time, the Fire District may, in its sole discretion, elect to terminate the selection process and commence a new selection process, terminate or postpone the project, or take such other action as it deems appropriate.

The development of the GMP Amendment will utilize bid documents and a procurement process acceptable to the Fire District, to ensure competitive pricing of all major work trades, materials, and equipment to be furnished under the Contract Documents.

The Fire District has the right to request additional references to those provided by the Contractor, to investigate any references, whether or not furnished by the Contractor, and to investigate the past performance of the Contractor. The Fire District may investigate the qualifications of a Contractor, including but not limited to: successful performance of similar services; compliance with specifications and contractual obligations; its completion or delivery of services on schedule and within the original budget; its lawful payment of suppliers, subcontractors, and workers; and any prior disputes with owners. The Fire District may postpone the award or execution of the Contract Documents after the announcement of the apparent successful Contractor in order to complete the Fire District’s investigation.

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Proposals shall be prepared in accordance with the following format:

Cover Letter:

- a) A maximum two-page letter of interest that includes a synopsis of the firm, distinguishing firm characteristics, primary contact information and commitment of the proposed project team members to the project for the scheduled duration. This letter must be signed by an officer of the firm.

Firm Qualifications:

- a) Provide a completed AIA A305 Contractor's Qualifications.
- b) Provide a statement of the maximum dollar value for which the firm can be bonded and the amount the firm currently has bonded (attach a letter of confirmation from the firm's bonding company).
- c) Provide a description of any claims, lawsuits and other legal action the firm has been involved in over the past ten years.

Contractor Personnel:

- a) Identify key team members the firm is proposing for this project, including the Superintendent, Project Manager and Preconstruction Manager. Provide resumes for each team member, highlighting experience with similar projects and owner references for same.
- b) Provide an organizational chart for the project. Describe the roles and responsibilities for each team member.
- c) Identify other projects and proposals, and timing of same, that these team members are committed to at this time.

Similar Project Experience:

- a. Provide at least three examples of relevant projects the firm has completed within the last seven years. Provide current owner references for same. Identify which proposed team members participated in those example projects.
- b. Clearly indicate why those projects are relevant.
- c. Describe the firm's methodology and approach for incorporating changes during the design and construction phases.

Collaboration:

- a) The Fire District has chosen the CM/GC delivery method because a high-performing collaborative team is important to the success of this project. Describe the firm's experience with this delivery method and provide examples of how the firm's teams have added value to the projects it has successfully completed through this type of project delivery method. Describe the firm's approach to providing CM/GC preconstruction and construction services for this project.

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VII. PROPOSAL EVALUATION PHASE II – INTERVIEWS

The Fire District may, but is not required to, select a short list of Contractors to be invited to interview.

All costs incurred in connection with an interview are the sole responsibility of the Contractor. If applicable, the Contractor shall provide all audio/visual equipment necessary for the interview. The Fire District shall provide a room equipped with a network connection; however, the Fire District is not responsible if this connection fails for any reason. The Fire District suggests that the Contractor have information (visual aids, handouts, etc.) prepared in the event of connection failure. The Fire District has the right not to reschedule an interview due to technical difficulties. Each Contractor shall be given a maximum of one (1) hour for its interview (5 minute setup / 30 minute presentation / 20 minute question and answer / 5 minute take down). The format for the information that will be presented at the interview is up to the Contractor to determine.

VIII. CONDITIONAL PROJECT AWARD

The Fire District may, but is not required to, issue a conditional award of the project to the Contractor that the Fire District believes will be most advantageous to the Fire District and the citizens it serves. While price will be an important factor, it is not the only factor, and the Fire District will take into consideration such other factors as the Fire District deems appropriate, in its sole discretion, including but not limited to, project capacity; experience; expertise; depth of resources, including qualified personnel; bonding/insurance capacity; references; litigation/arbitration history; quality of workmanship; approach to the project; previous work; and, evidence of full understanding of the project requirements. The Fire District has the right to reject any and all proposals or part thereof and to waive any irregularities therein.

IX. CONTRACT DOCUMENTS

Each Contractor selected to proceed to Phase II will be provided with the modified AIA A133 (2019) *Standard Form Agreement Between Owner and Construction Manager as Constructor Where the Basis of Payment Is The Cost Of the Work Plus a Fee With a Guaranteed Maximum Price*, a modified AIA A201 (2017) *General Conditions*, and, if appropriate, *Supplemental Conditions* (collectively, the “**Contract Documents**”) that will be used for this project. The Contractor must identify in writing any exceptions to the Contract Documents during Phase II.

The Fire District's selection of a Contractor is expressly conditioned on the Fire District and the Contractor entering into the Contract Documents. If for any reason the Parties have not fully executed mutually acceptable Contract Documents within 20 days of the Fire District conditionally selecting the Contractor, the Fire District may, at its option, commence contract negotiations with one or more of the other Contractors who submitted proposals and Fee Proposals in response to this RFP, without the necessity of issuing a new Request for Proposals for this project. The Fire District also has the right to terminate the process, modify the process and/or commence a new process for selecting a general contractor or a construction manager-general contractor.

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X. TERMS AND CONDITIONS

Right to Reject Any and All Proposals and/or Fee Proposals:

Failure of a Contractor to provide any information requested in this RFP may result in the disqualification of the submitted proposal. The Fire District reserves the right to reject any or all Contractors as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive or conditional proposals. Likewise, the Fire District reserves the right to re-solicit, waive all informalities and to negotiate contract terms with any Contractor.

Disclosure of Information:

All proposals, Fee Proposals and other materials provided or produced pursuant to this RFP may be subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, unless at the time of submitting a proposal and/or Fee Proposal a Contractor specifically identifies the portion(s) of the proposal and/or Fee Proposal that contains proprietary information or trade secrets, which portion(s) shall be segregated from the other portions of the proposal and/or Fee Proposal, so as to allow disclosure of the non-confidential portion(s) of the proposal and/or Fee Proposal in accordance with applicable law.

Cost of Developing Proposal and Fee Proposal:

All costs incurred in the preparation and presentation of a proposal and Fee Proposal (if applicable), in any way whatsoever, shall be wholly absorbed by the Contractor submitting the proposal and Fee Proposal (if applicable).

Ownership:

The proposal, Fee Proposal (if applicable), and all supporting documentation, attachments, supplementary materials, sketches, etc. shall become the property of the Fire District and will not be returned to the Contractor.

XI. ADDITIONAL REQUIREMENTS:

W-9 Forms:

The Contractor shall provide the Federal Form W-9 prior to providing any services to the Fire District.

Insurance and Bonds:

The Contractor shall carry and at all times maintain the below insurance coverage in full force and effect during the term of the project. Before providing any services to the Fire District, the Contractor shall provide the Fire District with a Certificate(s) of Liability Insurance evidencing all of the coverages required below (except for Worker's Compensation). "Summit Fire and EMS Fire Protection District" shall be named as Additional Insured on all liability policies and all such policies shall state that they are primary and non-contributory with any insurance maintained by the Fire District. The Certificate(s) of Insurance shall provide that the insuring company will not

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cancel the policy without first providing the Fire District with at least thirty (30) days written notice.

- a) Worker's Compensation Insurance with Colorado statutory limits of coverage.
- b) Combined Automobile Liability Insurance (including costs of defense) for personal injury and/or property damage for all vehicles used in connection with the project, with combined single limit coverage of one million dollars (\$1,000,000) or such greater amount that would fully indemnify the Fire District for costs of defense and payment of such claims.
- c) Comprehensive General Liability Insurance (including costs of defense) shall be in the minimum amount of one million dollars (\$1,000,000) combined single limit occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage.
- d) Builder's Risk Completed Value Insurance in the amount of the final GMP, as well as any subsequent modifications, for the entire project on a replacement cost basis. This insurance shall include applicable coverage for the subcontractors of all tiers.
- e) An umbrella policy covering subsections b) through d) above in the amount of \$10,000,000.
- f) The Contractor shall require that each subcontractor procure and maintain, at its own cost and expense, during such subcontractor's performance, standard form comprehensive general public liability and property damage insurance that covers all claims for bodily injury, including death, and claims for destruction of or damage to the property (other than the Work itself), arising out of or in connection with any operations of the subcontractor or its employees or agents.
- g) The Contractor shall require that each subcontractor procure and maintain, at its own cost and expense, workers' compensation insurance as required by Colorado law during the term of its contract, covering all persons performing work on behalf of the subcontractor.

The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. Builder's Risk and all other premiums for required insurance shall be identified separately as line items apart from General Conditions and the other Costs of the Work.

Performance and Payment Bonds:

Prior to providing any services to the Fire District, the Contractor shall provide a performance and payment bond(s) in an amount equal to the approved GMP and any subsequent increases or decreases to the approved GMP. A copy of such bond(s) and all modifications thereto shall be furnished to the Fire District.

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Agreement to RFP Provisions:

The Contractor specifically agrees to every provision contained in this RFP, unless the Contractor's exceptions are specifically listed in its proposal or Fee Proposal (if applicable), and unless such exceptions are accepted by the Fire District and expressly incorporated into the Contract Documents. All Contractor exceptions to this RFP or the project shall be listed together on a separate page specifically identified as exceptions.

XII. VOLUNTARY PRE-BID MEETING VIA AUDIO/VIDEO PLATFORM:

Contractors may, but are not required to, participate in a pre-bid meeting that will be held solely on an audio/video platform at **11:00 am (MST) on January 30, 2023**. Contractors who desire to attend the pre-bid meeting may contact Finance Manager Mary Hartley at mhartley@summitfire.org to receive the information for logging onto the audio/video platform.

XIII. SITE INSPECTION:

Before submitting a proposal, and regardless whether a Contractor may have attended the pre-bid meeting, all Contractors shall personally inspect the site of the project. Submission of a proposal shall constitute conclusive evidence that the Contractor has personally inspected the site of the project. No allowance or extra consideration to the Contractor will be paid by the Fire District by reason of additional costs, damages, or other difficulties incurred by the successful Contractor that could have been avoided had an adequate inspection of the site been undertaken.

XIV. WARRANTIES:

In addition to all subcontractor, manufacturer or vendor warranties, the Contractor shall provide a one year warranty on all Work performed on the project. The Contractor also shall serve as the Warranty Administrator for the project. The Warranty Administrator shall be responsible for all aspects of the timely and effective administration of all warranties, including but not limited to: a) receiving all warranty claims from the Fire District; b) identifying and contacting the individuals(s) or entity(ies) issuing the warranty under which the claim is being made; c) arranging for all warranty work; and d) processing all documents necessary and appropriate for the proper and timely processing of each warranty claim. This obligation shall be expressly stated in the Contract Documents.