## TOWN OF FRISCO

## REQUEST FOR QUALIFICATIONS & PROPOSALS FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES (WITH A GUARANTEED MAXIMUM PRICE) FOR THE FRISCO BAY MARINA MAIN OFFICE AND BATHROOMS

Sealed proposals will be received at the Town of Frisco, 1 Main Street, PO Box 4100, Frisco, Colorado 80443 until **1:00p.m., January 16, 2018**, at which time the proposals will be opened and reviewed, for the following Town of Frisco project: Construction Manager/General Contractor Services (with a Guaranteed Maximum Price) for the Frisco Bay Marina Main Office and Bathrooms. Proposals should be to the attention of:

Town of Frisco

Attn: Jenn Shimp, Guest Services Manager

P.O. Box 4100

1 East Main Street

Frisco, CO 80443

The Proposal must be placed in an envelope securely sealed therein and labeled: "***Proposal for Qualifications & Proposals for Construction Manager/General Contractor Services (with a Guaranteed Maximum Price) for the Frisco Bay Marina Main Office and Bathrooms*.”** The Town will not accept facsimile (faxed) or late proposals.

A mandatory pre-qualification site walk will be held on **January 4, 2018, at 12pm** at the Frisco Bay Marina Office.

Prospective teams shall submit two (2) hard copies and one (1) electronic copy of their Submittal, all of which must be received by **1:00 pm on January 16, 2018** in order to be considered for this project. Proposals that omit any information or do not use the format requested may result in disqualification. Electronic copies shall be submitted to Jenn Shimp, Guest Services Manager, at jenns@townoffrisco.com. At a minimum, all submittals should include the following:

1. Letter of Commitment/Understanding of the Project
2. Summary of Qualifications
3. Relevant Experience
4. Personnel
5. Cost Estimate
6. Schedule
7. Fee and General Conditions Proposal
8. Contract Comments

The Town reserves the right to reject any or all Proposals or accept what is, in its judgment, the Proposal which is in the Town's best interest. The Town further reserves the right, in the best interests of the Town, to waive any technical defects or irregularities in any and all Proposals submitted.

During the Request for Proposal selection process, all proposals shall remain confidential. The entire selection process (procurement) file shall be opened to the public (which includes all proposers) after an agreement is approved by the Town, except those items for which confidentiality has been requested in writing by the Proposer, and provided that the Town Attorney has reviewed and determined the matter for which confidentiality is requested to be the properly confidential under the Colorado Open Records Act and other relevant statutes and regulations.

Discussion may be conducted with responsible parties who submit Proposals determined to be reasonably susceptible of being selected for award for purpose of classification to assure full understanding of, and responsiveness to the solicitation requirements.

In addition to price, the criteria set forth in the following Submittal Requirements and any specific criteria listed below, may be considered in judging which Proposal is in the best interests of the Town: Qualifications, Relevant Experience, Personnel, Cost Estimate, Schedule, and Fee and General Conditions Proposal.

1. **INTRODUCTION**

The Town of Frisco desires to attract proposals from qualified professionals or firms to complete construction management/general contractor services for the Frisco Bay Marina Lund House Redesign Project. The Town of Frisco is currently working with Matthew Stais Architects (MSA) on the redesign of the Frisco Bay Marina’s main office and restroom facilities. The design will take into account the following: multiple office spaces, retail storage area, supply rooms, large retail area, decks, staff breakroom/kitchen, staff locker room, staff bathrooms, customer restrooms, and boat tenant showers. The project needs to take into account a possible future expansion of the restaurant area, and possible employee housing units.

The selected General Contractor will be an integral part of the project team, currently comprised of the following key organizations:

* + - Owner: Town of Frisco
		- Design Team:
			* Architect – Matthew Stais Architects (MSA), Matthew Stais, Principal
			* MSA’s team:
				+ Civil Engineer – Martin/Martin – Mark Luna
				+ Landscape Architect – Norris Design – Elena Scott
				+ Structural Engineer – Engineer DesignWorks – Carl Warnke
				+ Mechanical and Electrical Engineer – Bighorn Consulting Engineers – Blaine Buck
		- Land Survey Engineer – Schmidt Land Surveying, Inc.
1. **SCOPE/STATEMENT OF WORK**

The total construction budget for this project is $1,785,000. The budget is currently broken down as follows (taken from MSA’s “Proposal for Site and Building Design of the Frisco Bay Marina Main Office and Bathrooms” dated May 29, 2017):

**Assumed Construction Costs: New Construction Renovation**

|  |  |  |
| --- | --- | --- |
| Area: | 5,200 |  1,500 |
| Quantity: | 1 |  1 |
| Unit Cost: | $300 |  $150 |
| Subtotal: | $1,560,000 | $225,000 |
| % Total: | 87% | 13% |

**Total Construction Budget: $1,785,000.**

The Town reserves the right to review and amend the budget at its discretion.

Please refer to the following submittal and scope documents:

* + - Exhibit A: CMGC Fee and General Conditions Workbook

The General Contractor’s scope of work will generally consist of the following, in addition to the terms of a modified AIA A133 Standard Form of 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), and a modified AIA A201 Standard Form of General Conditions:

1. General
	1. Regularly attend Owner, Community, User Group and Design Team meetings during all phases of design and construction.
2. Preconstruction
	1. Perform interim pricing exercises for alternate design solutions, as required.
	2. Provide on-going value engineering guidance to the Design Team.
	3. Competitively bid all work on the project.
	4. Agree to execute a final GMP.
	5. Conduct a GMP process in a completely fair and transparent manner.
	6. Work closely with Design Team to establish the project schedule, and provide regular updates as design progresses.
		1. Schedule will include design durations
		2. Identify long lead items and critical path tasks
		3. Evaluate site constraints, regulatory requirements, material and equipment deliveries, and workforce availability
	7. Review the documents for constructability and prepare a formal list of comments to be reviewed and coordinated with the Owner and the Design Team.
		1. The sequence of construction, efficient use of materials and labor, and construction sequencing are all to be considered in this review
	8. On an on-going basis, make recommendations to the Design Team regarding design documentation and detailing.
3. Construction
	1. Construct the work according to the construction documents and specifications within the scheduled timeframe agreed to with the Owner.
	2. Maintain all relevant project archive records on behalf of the Owner such as meeting minutes, as-built drawings, specifications, submittals, RFI’s, schedules and inspection reports.
	3. Prepare pay applications in accordance with contract requirements and break out billings by specific scopes of work and/or by buildings, if requested by the Owner, to accommodate the Owner’s accounting system and possible multiple steams of revenue.
	4. Deliver a finished project with the highest quality workmanship.
	5. Maintain and be responsible for the project schedule with weekly updates for the construction team.
	6. Be responsible for the construction budget and communicate budget status to the project team on a regular basis.
	7. Be proactive throughout the construction to minimize punch list work at substantial completion.
4. Closeout Services
	1. Provide warranty and closeout assistance as commonly required in the AIA contract documents.
5. **SELECTION PROCESS SCHEDULE**

Anticipated Selection Schedule (Dates/Times Subject to Change)

* + - December 27, 2017 RFQP Issued

##### January 4, 2018 at 12:00 PM Mandatory Site Walk

##### *Site walk will take place at the Frisco Bay Marina Lund House with Tom Hogeman (General Manager), Jenn Shimp (Guest Services Manager) and Matthew Stais (Architect)*

* + - January 9, 2018, at 3:00 PM Deadline for Questions

*All questions concerning this RFQP must be submitted in writing by e-mail to Jenn Shimp—Guest Services Manager for the Town of Frisco—at* *jenns@townoffrisco.com* *by 3:00 pm on Tuesday, January 9, 2018.*

* + - January 11, 2018 Final Addendum Issued

##### January 16, 2018 at 1:00 PM Submittals Due from Candidates

##### January 19, 2018 (optional) Select Candidate or Notify Shortlisted

 Candidates of Interviews

* + - January 22-26, 2018 (optional) Interviews with Shortlisted Candidates
		- TBD pending interviews Final Selection Notification & Contract

 Negotiations Begin

1. **SUBMITTAL REQUIREMENTS**

Submittals will be scored by a selection committee based on the criteria identified below. The owner will either select a candidate based on the RFQP scoring or the most qualified candidates will be short-listed and invited to participate in an interview with the selection committee.

Please format your submittal to include the items specifically listed below. Please be thorough in addressing the items but note that the Owner is also looking for a team member that can communicate effectively and efficiently. Total RFQP scoring points possible is 100 points.

At the Town’s discretion, on-site interviews and discussions may be conducted with responsible finalist Proposers determined to be reasonably susceptible of being selected for award for purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. Any cost incurred by the respondents in preparing or submitting a response to this RFQP or interviewing for this project shall be the respondents’ sole responsibility. The shortlisted candidates will be provided additional information including final scoring/ranking criteria for interviews.

1. **LETTER OF COMMITMENT/UNDERSTANDING THE PROJECT (0 Points):** This letter should be no more than two pages in length, and identify the firms and key staff who will be working on the project, and commit them for the duration of the project if selected. The letter should also state that the firm has read and understands the requirements of the RFQP. This letter must be signed by a duly authorized official of the appropriate firm.
2. **SUMMARY OF QUALIFICATIONS (5 Points):**
	1. Provide a statement of the maximum dollar value for which your firm can be bonded and the amount your firm currently has bonded (attach a letter of confirmation from your bonding company).
	2. Provide an Accord format Insurance Certificate clearly listing all coverage limits typically carried by your firm.
	3. Provide your firm’s Interstate Experience Modification Rate for Workmen’s Compensation Insurance used by your insurance carrier.
3. **RELEVANT EXPERIENCE (20 Points):**
	1. Provide three (3) to five (5) examples of similar projects, completed by your proposed team members, which demonstrate “relative experience” as defined below. In no more than one (1) page per project, document the general scope of work, how is it relevant experience, date completed, total project costs, and contact information for the Owner and Owner’s Representative (if applicable).
		1. Note: The Town will analyze the ‘relative experience’ of the firm and the specific personnel committed to this project. The Owner’s perception of ‘relative experience’ includes a combination of the following factors:
			* + Publicly funded commercial projects
				+ Work completed in Summit County (or similar locale).
				+ Experience with the CMGC delivery method (seamless transition from

 preconstruction activities to construction activities)

* 1. Provide a list references including a mixture of Owners, Architects, Owner’s Representatives and Subcontractors, for projects completed or in progress within the last five (5) years.
1. **PERSONNEL (20 Points):**
	1. Identify the project team members that you propose and include:
		* 1. Proposed Role
			2. Current Resume (including references)
			3. List of relevant projects (as defined above) completed by this individual
			4. Clearly state other commitments of this individual throughout the project duration
	2. Provide a description of the project team organizational structure, clearly identifying team member’s roles and responsibilities for each project phase.
	3. Any changes to the proposed team members during the project must first be approved by the Owner.

1. **COST ESTIMATE (10 Points):**
	1. Provide a sample cost estimate from a ***project completed, in-progress, or fictional*** that demonstrates your estimating format.
	2. The Town will analyze the sample cost estimate based on the following criteria:
2. Does it demonstrate the ability to track multiple sub-projects
3. Does it demonstrate the ability to compare current estimate iteration to previous iterations to analyze deltas as the project progresses
4. Is it detailed yet simple to comprehend
5. **SCHEDULE (15 Points):**
	1. Provide a proposed schedule, in a format convenient to the Owner. The proposed schedule shall account for the four (4) constraints outlined above (section II. Scope/ Statement of Work) and clearly identify all preconstruction & construction activities including submittal reviews, project buy-out, as well as discrete milestones for proposed Notice to Proceed, Substantial Completion and Final Completion of project.
	2. The selection committee will analyze the proposed schedule based on the level of detail, economies, and appropriateness of durations and sequencing of activities.
6. **FEE AND GENERAL CONDITIONS PROPOSAL (30 Points):**
	1. Please provide a complete Fee and General Conditions Workbook (Exhibit A, two sheets).
	2. Please note and quantify any exceptions or clarifications.
7. **CONTRACT COMMENTS (0 Points):**
	1. Please list any comments on the proposed AIA contract (Exhibit B).
8. **OWNER SELECTION AND CONTRACTING PROVISIONS**

The Town reserves the right to reject any or all Proposals or accept what is, in its judgment, the Proposal which is in the Town’s best interest. The Town further reserves the right, in the best interests of the Town, to waive any technical defects or irregularities in any and all Proposals submitted. The Owner also reserves the right to pre-qualify any or all proposers or reject any or all proposers as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. Likewise, the Owner also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful candidate.

1. **Insurance Requirements.** The General Contractor shall take out and maintain at the General Contractor’s own expense the following minimum limits of insurance:
	* 1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
		2. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
			1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars ($500,000) each accident, one million dollars ($1,000,000) disease — policy limit, and one million dollars ($1,000,000) disease — each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
			2. Commercial general liability insurance with minimum combined single Invite of at least six hundred thousand ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
			3. “All Risk” Builder’s Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include “all risk” insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.
		3. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required.
		4. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
2. **Hazardous Material.** The General Contractor agrees to indemnify and hold the Owner, Owner’s Representative and Consultants harmless for any release or disposal of any kind of toxic wastes or hazardous material, or any violation of any law or regulation of the Environmental Protection Agency or Colorado Department of Health and Environment which is caused, in whole or in part by the General Contractor or any of the General Contractor’s subcontractors.
3. **Subcontractors.** The General Contractor will be required to establish to the satisfaction of the Owner and Owner’s Representative the reliability and responsibility of all proposed subcontractors and suppliers. Prior to the award of the Contract, the Owner or Owner’s Representative will notify the General Contractor in writing if there is a reasonable objection to any such proposed subcontractor. In this event, the General Contractor may, at his option, (1) demonstrate to the satisfaction of the Owner and Owner’s Representative that its objection is unreasonable, or (2) submit a substitute acceptable to the Owner and Owner’s Representative with an adjustment in the proposal to cover any difference in cost. The Owner may, at its discretion, accept the adjusted proposal.
4. **Verification of Information.** Candidates are hereby notified that the Owner will rely on the accuracy and completeness of all information provided in making its selection. As such, candidates are urged to carefully review all information provided to ensure clarity, accuracy and completeness of such information. As the Owner deems necessary and appropriate in its sole discretion, the Owner reserves the right to make any inquiries or other follow up required to verify the information provided. The Owner reserves the right to select any or reject any and all submissions in their best interest.
5. **Disclosure of Information.** All submissions and other materials provided or produced pursuant to this RFQP may be subject to the Colorado Open Records Law, CRS 24/72/201 ET. Seq. As such, candidates are urged to review these disclosure requirements and any other exceptions to disclosure of information furnished by another party and, prior to submission to the Town of Frisco, appropriately identify materials, which are not subject to disclosure. In the event of a request by the Owner for disclosure of such information, the Owner shall advise the candidate of such request to give the candidate an opportunity to object to the disclosure of designated confidential materials furnished to the Owner.
6. **Discrimination in Employment.** In connection with the performance of work on this project, the selected Service Provider agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Service Provider further agrees to insert the foregoing provision in all subcontracts hereunder.
7. **Applicable Laws.** This selection process and the performance of any selected shall be subject to, governed by and construed in accordance with applicable Federal Laws, the laws of the State of Colorado, and other applicable regulations as the same may be amended from time to time.
8. **Cost of Developing Qualifications.** Any costs associated with developing qualifications, preparing for and attending an interview is the sole responsibility of the Candidate. The Owner assumes no liability for any costs incurred throughout the entire selection process.
9. **Qualification Ownership.** All qualifications, including attachments, supplementary materials, sketches, etc. shall become the property of the Owner and will not be returned to the candidate.
10. **Addenda.** As the Owner may require, addenda may be issued to supplement this RFQP. All candidates who attend the mandatory pre-qualification site meeting and are in receipt of the RFQP are considered registered. The list of registered participants will be used to issue all communications regarding this RFQP, including formal addenda and date changes. It shall be conclusively presumed that each candidate submitting a response has received all subsequent communications relating to the project. Candidates will be responsible for all such information issued by this method.
11. **Assignment.** The successful Candidate is prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of Owner.