



GC/Civil Services

for the

**Peninsula Recreation Area Site
Improvements Project**

Town of Frisco

Submittal Deadline:
May 6th, 2019
Time: 2:00 PM

Provided by:



Peninsula Recreation Area Site Improvements – Request for Qualifications & Proposal

1. List of Contract Documents:

The following documents are attachments to this RFQP:

- a. Exhibit A: PRA Site Improvements 100% CD
- b. Exhibit B: PRA Site Improvements Bid Tab.pdf
- c. Exhibit C: PRA Site Improvements Bid Tab.xls
- d. Exhibit D: Town of Frisco DRAFT Contract

Additional documents may be provided via addendum, including structural sections.

2. Project Description

Candidates are invited to submit their qualifications and proposals for GC services for the Peninsula Recreation Area Site Improvements, located in Frisco, CO. The base scope of work shall be bid per Exhibit A, and includes but is not limited to grading, drainage infrastructure, paving, sidewalks, curb & gutter, solar site lighting, and bike paths.

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

1. Owner – Town of Frisco
2. Owner’s Representative – NV5
3. Civil Engineer – Martin/Martin
4. Landscape Designer – Norris Design

3. Submittal Package

Contractors must submit the following information:

1. A brief, one-page overview of general information about the company highlighting previous relevant work experience and managerial ability;
2. Previous construction experience in the Colorado Mountains or similar high altitude environment;
3. Resumes of staff specifically dedicated to the project and the time commitments as a portion of each staff members overall time capacity;
4. A description of your internal Quality Control management/procedures, including your subcontractor contract and cost management procedures;

Peninsula Recreation Area Site Improvements – Request for Qualifications & Proposal

5. A detailed schedule outlining construction durations and any other required activities to successfully complete the project.
6. Completed Bid Tabulation. The Owner reserves the right to request further bid detail if necessary.
7. Financial Statements are not required to be submitted as part of the bid, but may be requested of Contractors if their financial strength is in question.

In addition to the review of qualifications; Contractor bids, and proposed schedules will be evaluated in making the determination of the overall successful bidder. The qualifications portion will be analyzed on the basis of the following, in no particular order:

1. The Contractor's relevant experience with:
 - a. Paving
 - b. Utility and site work
2. Experience working with municipal clients
3. The Contractor's financial strength
4. The Contractor's ability to satisfy the insurance requirements
5. The Contractor's ability to bond
6. Contractor interview (if determined to be necessary by the Town)

4. Time and Manner of Bid Submission

- a. Bids are due no later than **May 6th, 2019 at 2:00 PM.**

Provide two hard copies of your bid package in a signed and sealed envelope to:

**Town of Frisco
Diane McBride
Attn: NV5
PO Box 4100
1 East Main Street
Frisco, CO 80443**

In addition, Candidates must submit one (1) copy of your submittal in electronic format to (Brandon Keller (brandon.keller@nv5.com), Victoria Zahourek (victoria.zahourek@nv5.com), and CC Diane McBride (dianem@townoffrisco.com) by the deadline.

- b. The bids shall be submitted on the **PRA Bid Tab** in exhibits **B and C**. The form must be used without alterations.

Peninsula Recreation Area Site Improvements – Request for Qualifications & Proposal

- c. The Base Bid is the amount of money stated in the Bid Form as the sum for which the Contractor offers to perform the Work described in the contract documents collectively referred to here-after as Base Bid Scope.
- d. The Base Bid is not subject to negotiation by the Contractor and, after the bid due date, may not be altered by the Contractor for any reason. If the bidder wishes to propose voluntary alternates, they may be submitted only as separately priced alternates in a letter attached to the Bid Form. Such unsolicited alternates must not be included in the Base Bid Sum.
- e. To avoid confusion, the Contractor shall state the Base Bid and Alternates sums in written and numerical form. In case of conflict, the written amount shall govern.
- f. Candidates shall complete the Bid Tabulation worksheet tab provided in MS Excel. This format should be used without alteration. The name of subcontractors performing each scope of work should be identified in the column provided.
- g. Bids shall be based on the Contract Documents outlined in Section 1 and any issued addenda.
- h. Bids shall be analyzed on the basis of cost, reasonableness of unit costs, completeness of bid package, qualifications and commitments of specific project team members and proposed completion schedule. The successful Bidder shall be the acceptable combination offering the best value to the project in the opinion of the Owner(s). The Owner(s) reserves the right to reject, with or without cause, any or all Bid Forms submitted, to waive any formal bidding procedures, or to select a Contractor in the best interests of the Owner.

5. Communications

Bidders shall only communicate with NV5, Inc. No bidder or material supplier shall communicate directly during the bidding phase or construction phase with the Owner(s) or any of the Owner's other consultants, without exception. Failure to adhere to this direction may, in and of itself, be grounds for disqualification of the candidate, at the Owner's discretion. Please direct any and all inquiries during the bidding process to:

NV5, Inc.
Attn: Brandon Keller
Owners Representative
brandon.keller@nv5.com

Peninsula Recreation Area Site Improvements – Request for Qualifications & Proposal

6. Discrepancies / Interpretations of the Bid Documents / Clarifications

- a. When doubt exists as to the true meaning of any part of the project description, the bidder shall request a clarification **in writing**. Such inquiries shall be made no later than **5:00 PM, April 24th, 2019** to the following:

NV5, Inc.
Attn: Brandon Keller
Owners Representative
brandon.keller@nv5.com

- b. A list of any and all clarifications, exclusions and assumptions affecting the Bidder's scope of work for this project is required to be attached to this bid form. The list is to be submitted on the letterhead of the Bidder, dated, and signed.
- c. In the event of a discrepancy in the scope of work documents not specifically identified by the Bidder, the more inclusive scope shall apply, as determined solely by the Owner.
- d. Written interpretations in response to inquiries from any bidders will be sent to all bidders if the content, in the sole judgment of NV5, Inc. and the Owner(s) is essential to maintaining fair and equal bidding practices.
- e. Any interpretation of the proposed documents shall be made only by Addendum duly issued by NV5, Inc.

7. Addenda

Addenda issued during the bidding period shall be acknowledged on the Bid Form in the space provided by the Contractor and will be incorporated into any future Service Agreement. Addenda will be issued no later than **April 26th, 2019**.

8. Inspection of Site

- a. **Attendance is required at a pre-bid site walk on April 22nd, 2019 beginning at 11:00 AM located at 621 Recreation Way, Frisco, CO 80443.** Please come prepared with any questions you may have after reviewing the project scope and contract documents.
- b. Each bidder is responsible for inspecting the site as to the conditions under which

Peninsula Recreation Area Site Improvements – Request for Qualifications & Proposal

he/she shall be obliged to operate or that shall in any manner affect the cost, progress or performance of the Work. Neglect of this requirement will not be accepted as reason for a delay in starting or finishing the Work or for adjustment to the contract sum.

- c. In the event additional observation of the site is required beyond the mandatory site visit, the Bidders shall contact Brandon Keller (Brandon.keller@nv5.com) and CC Diane McBride (dianem@townoffrisco.com) so that arrangements can be made.

9. Right to Reject Proposed Subcontractors

The Owner reserves the right to reject, with or without cause, any prospective subcontractor. In the event the Owner rejects a prospective subcontractor, the bidder shall submit additional name(s) to the Owner until approval is granted, without adjustment to the Base Bid or Work schedule.

10. Alternates

Pricing is requested for any alternates identified on the Bid Form. Pricing for alternates shall include all materials, labor, supervision, equipment, taxes, permits, overhead and profit necessary to perform the work as described.

11. Schedule

For purposes of the Base Bid, **assume a Notice of Award shall be issued no later than May 28th, 2019, and a Letter of Intent shall be issued no later than May 16th, 2019.** Bidder shall provide a basic Critical Path Method (CPM) schedule including, at a minimum: clear sequencing of trades, submittal timing and inspections. Construction start is anticipated to take place **June 12, 2019.**

12. Withdrawal of Bids

No bid may be withdrawn for a period of twenty (20) calendar days after bid due date.

13. Building Permit / Inspection Fees

The selected bidder will be responsible for obtaining and coordinating all necessary permits, inspections, and approvals from governmental agencies having jurisdiction over the project as well as the project design team.

14. Business License and Contractor License

Contractor and all subcontractors are responsible for obtaining a Business License with the Town of Frisco prior to work beginning on the project.

15. Safety

Contractor is responsible for administering and enforcing a project safety program in accordance with local, state, and federal requirements. The selected Contractor will be required to submit a safety plan, in writing, to the Town prior to commencement of the project. Candidates are encouraged to provide a sample plan with their bid, however this is not required bid material.

16. Insurance

- a. 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.
- b. 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 one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) 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.
- c. 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.
- d. 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.

17. Bonds

A Bid Bond will be required and can be found in Exhibit D – Draft Contract. Bid Bond is to be 5% of total Bid.

A Performance and Payment Bond is required for this project. All associated costs should be included in the bid. Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. These bonds shall remain in effect at least until two (2) years after the date of Final Completion.

18. Warranty

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Project by the Project Manager.

19. Submittals

Reference the Project Scope Documents for all submittal requirements. The Contractor will be responsible for providing and maintaining a submittal log throughout the project.

20. Storage of Materials

The Contractor shall base their bid on having to bring all necessary materials, supplies, equipment and accessories to the site and/or staging area. The Owner and NV5, Inc. are not responsible for theft, loss or damage to materials, equipment, tools or personal belongings left on the site.

21. Security on Site

It is the Contractor's responsibility to lock up all doors, windows, etc. at the end of each workday and during the day when the contractor and the trades are not on site. No persons are allowed on site who are not directly associated with the construction project.

22. Trash Removal and Site Maintenance

The Contractor shall be required to dispose of all refuse generated by their work. The Contractor shall provide its own dumpsters for refuse collection and shall be placed at the direction of the Owner. All dumpsters/roll-offs utilized for this project will need to be covered with at least a tarp when not in use in order to discourage entry by birds and/or other wildlife, and to prevent debris from exiting the container due to wind or other adverse weather conditions. All unused food and/or food wrappers/containers should be stored in a bear proof type container until disposed of off-site. Every effort should be made to recycle on the project. The contractor is responsible for daily cleanup of the site, including construction debris, food waste, and cigarette butts. All roads leading to or from the site shall be kept clean. Sweeping may be necessary on a daily basis during the duration of this permit. Proper erosion control measures, including silt fence, shall be installed around the site and maintained for the duration of the project.

23. Important Bid Dates

April 11th, 2019 - RFQP Issued

April 22nd, 2019 – Mandatory Site Walk at 11:00 AM

April 24th, 2019 - Questions Due by 5:00 PM

April 26th, 2019 - Final Clarifications Issued

May 6th, 2019 - Proposals Due by 2:00 PM

May 7th, 2019 - Candidate Selection or Shortlist Prepared (if necessary)

May 14th, 2019 - Shortlist Interviews (if necessary)

May 16th, 2019 – Letter of Intent Issued

May 28th, 2019 – Council Approval and Notice of Award

Final Candidate Selection (Letter of Intent): no later than May 16, 2019

END OF REQUEST FOR QUALIFICATIONS AND PROPOSAL