



***Request for Qualifications and Proposal
Construction Manager/General Contractor Services***

*Prepared for
Town of Frisco*

*Slopeside Hall and Day Lodge
Frisco, Colorado*



August 19 | 2022

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1.0 **PURPOSE OF SOLICITATION**

The Town of Frisco ("Owner") invites Qualification Statements and Proposals from interested construction Firms to fill the role of Construction Manager/General Contractor ("CM/GC", "Contractor", "Firm" or "Team"). The Owner is conducting a qualifications based selection process to retain a Firm for the Slopeside Hall and Day Lodge Project (the "Project") located at 605 Recreation Way, Frisco CO 80443 and 621 Recreation Way, Frisco CO 80443. The Owner intends to secure the services of a CM/GC Team that will provide comprehensive preconstruction and construction services in order to complete the Project. The Owner reserves the right to award the Project based on best overall value.

The Owner has retained the services of an Owner's Representative, Diversified Consulting Solutions ("Consultant"), to represent its interests throughout this solicitation and for the duration of the Project. The Owner's Representative will manage, on the Owner's behalf, all prime contracts including the CM/GC contract resulting from this solicitation. It is the goal of this solicitation to select a Team that will be compatible with the Owner and the Consultant to provide successful preconstruction and construction services for the Project. The Owner reserves the right to select the Team that it deems to be in its best interest and to reject any and all proposals. The successful Team will enter into a contract with the Owner for construction of the Project and will be responsible for the proper completion of all Services and Work for the Project.

Information concerning the proposed Project and this request can be found in the subsequent Sections.

2.0 **PROJECT DESCRIPTION & OBJECTIVES**

The Village Center Building will be located at the Peninsula Recreation Area (PRA) in Frisco, CO and the Project will be called Slopeside Hall. The Project will consist of construction of a new 7,888 SF two-story structure that will be comprised of offices, storage areas, classrooms/meeting rooms, restrooms, break room and locker room. Currently, PRA staff is working out of the neighboring Day Lodge building, which has been adequate for the operation for a number of years, but with the rate of growth for tubing hill operations, in addition to the youth programs that are run out of the Day Lodge, the space has become too small for its many uses. The site will also include new tube storage, new yurt and outdoor plaza area for concerts and multi-use. The other component of the Project will be renovation of the existing Day Lodge to create a new commercial kitchen. Operations at the Day Lodge will continue during construction so phasing will be critical.

Attached for referenced and outlined below are the latest construction documents for the project, these have been submitted for permit to the Summit County Building Department.

Exhibit A – Slopeside Hall & Day Lodge Construction Documents Plan Set, prepared by Ohlson Lavoie Corporation (OLC), dated June 9, 2022.

Exhibit B – Slopeside Hall & Day Lodge Construction Documents Specifications, prepared by OLC, dated June 9, 2022.

Exhibit C - Slopeside Hall & Day Lodge Structural Calculations, prepared by Integral Engineering Co., dated June 9, 2022.

Exhibit D – Slopeside Hall Energy Modeling Report, prepared by PCD Engineering, dated June 9, 2022.

3.0 **PROJECT BUDGET**

The Owner has established anticipated costs for the Project based on a 3rd party cost estimate (estimate derived from 80% CD level document set dated April 2022). The budget is provided for informational purposes only and is subject to change at a future date without penalty to the Owner.

The expected hard cost, construction budget for the Project is **approximately \$7,000,000.**

4.0 **ANTICIPATED PROJECT TIMELINE**

The Owner and selected Team will develop a detailed Construction Schedule during the planning phase of the project. It is the Owner's goal to commence construction as soon as practical in Spring 2023. The following project timeline is subject to change at Owner's sole discretion.

Preconstruction Services Start	October 2022
Construction Documents Estimate	October - November 2022
Execute GMP Amendment	December 13, 2022
Permitting	August - November 2022
Construction Start	Spring 2023 -To be established w/ GMP
Construction Completion/Occupancy	TBD

5.0 **CM/GC SELECTION SCHEDULE**

The following is the anticipated schedule for the CMGC Team selection process for this effort:

RFQ Notification Date	August 19, 2022
Mandatory Virtual Pre-Submittal Meeting	August 31, 2022 @ 11:00am
Request for Clarifications	September 2, 2022 by 3pm
Response to Clarifications	September 7, 2022
RFQ Submittal Deadline	September 14, 2022 by 3pm
Short List Notification	September 20, 2022
Interviews (as needed)	September 27, 2022, 8am-12pm
Finalize Agreements	October 3, 2022
Town Council Action to Ratify Selection	October 11, 2022

6.0 **SUBMITTAL DUE DATE**

Provide one complete (1) "Electronic" submittal, including a Fee Proposal and Good Faith Estimate, submitted via BidNet Direct. Submittals will be received until **3:00 pm, Wednesday, September 14, 2022.**

The electronic document shall be in PDF format with section bookmarks to match the submittal requirements outlined in this document. Submittals that are not bookmarked may be considered non-responsive.

Submittals received after the date and time stipulated above will be considered non-responsive and will not be reviewed.

RFQ submittals will be reviewed and the reviewing committee will identify a short list of submitting Teams. Short listed Firms will be notified and may be requested to schedule a time for a presentation and interview with the reviewing committee. Dates and times of interviews are subject to change but are anticipated to occur, as needed, on **Tuesday, September 27, 2022**.

7.0 **MANDATORY VIRTUAL PRE-SUBMITTAL MEETING**

- A. A Mandatory Pre-Submittal Meeting will be held virtually via Microsoft Teams on the date and time listed below:

Wednesday, August 31, 2022 at 11:00am MDT

Microsoft Teams Meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 264 036 358 802

Passcode: FYfas9

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 720-617-3926,,622889095#](#) United States, Denver

Phone Conference ID: 622 889 095#

- B. The purpose of the Pre-Submittal Meeting is to provide Teams with detailed information concerning this solicitation and to address questions and concerns raised by interested Firms. Owner's staff and the Consultant will be present to address technical questions and inquiries related to the RFQ/P submittal requirements.
- C. Teams are required to attend and sign in to meet the minimum requirements of the Request for Qualifications and Proposal AND remain qualified to submit. Submittals will not be accepted from Teams that do not attend the mandatory Pre-Submittal Meeting.
- D. Firms are prohibited from contacting representatives of The Town of Frisco directly. Additional meetings or site visits, in lieu or participation in this meeting, will not be made available. Any Firms not in attendance acknowledge and waive their right to any claims for information missed by not attending.

8.0 **REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS**

All questions concerning this solicitation must be addressed to the Owner's Representative and submitted via BidNet Direct. *Please refrain from contacting the Owner or representatives of The Town of Frisco directly.*

All telephone conversations are considered to be unofficial responses and will not be binding. Questions or requests for clarifications to the solicitation shall be submitted in writing via BidNet Direct, and if appropriate, will be responded to in writing and distributed via BidNet to all respondents. Written addenda will be the Owner's official method of response. To be considered for response, requests for clarification must be received no later than **3:00pm, Friday, September 2, 2022**.

9.0 **MINIMUM REQUIREMENTS**

The Team and all members of the CM/GC Team must submit proof of possessing the minimum qualifications described below. Such proof is to be included in Section A of the submittal. Failure to meet such Minimum Requirements, including attendance at the mandatory Pre-Submittal Meeting, may result in rejection or disqualification from the process. In that event, information contained in the other sections of the submittal will not be reviewed or evaluated.

Required Licenses, Registrations and Regulations:

The Team submitting a response to the RFQ must possess and provide evidence that it is a properly formed and currently registered entity in "Good Standing" with the office of the Colorado Secretary of State (Provide current Certificate of Fact of Good Standing - <https://www.sos.state.co.us/>). The Team is required to become aware of and comply with applicable Federal, State and Local regulations as necessary to perform Services and Work under the proposed CM/GC contract.

Minimum Insurance Requirements:

The Team must provide evidence of its ability to obtain and provide Comprehensive Commercial General Liability, Comprehensive Automobile Liability, Workers Compensation and Employer's Liability, Excess (Umbrella) Liability, Professional Liability, and Builder's Risk insurance from an insurer licensed to do business in the State of Colorado having a minimum AM Best Financial Strength Rating (FSR) of "A-", and a Financial Size Category (FSC) of "X". Contractor shall provide coverage with limits of liability not less than those stated below. An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability:

a. Minimum Limits:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal/Advertising Injury
\$50,000 Fire Damage (Any One Fire)
\$5,000 Medical Payments (Any One Person)

2. Automobile Liability

a. Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this contract.

b. Minimum Limits:

Bodily Injury/Property Damage (Each Accident): \$1,000,000

3. Workers' Compensation and Employers' Liability

a. Policy shall contain a waiver of subrogation in favor of the Owner.

b. This requirement shall not apply when a Contractor or subcontractor is exempt under Colorado Workers' Compensation Act, and when such Contractor or subcontractor executes the appropriate sole proprietor waiver form.

c. Minimum Limits:

Coverage A (Workers' Compensation): Statutory
Coverage B (Employers Liability): \$500,000 (Each Accident)
\$500,000 (Disease Each Employee)

\$500,000 (Disease Policy Limit)

4. Professional Liability

- a. The Contractor shall maintain Professional Liability covering wrongful acts, errors and/or omissions, including design errors, if applicable, for damages sustained by reason of or in the course of operations under this contract resulting from professional services provided by the Contractor as part of the contract.
- b. Coverage shall apply for three (3) years after Project is completed.
- c. Policy is to be on a primary basis, if other professional coverage is carried.
- d. Minimum Limits:

Per Loss:	\$1,000,000
Aggregate:	\$2,000,000

5. Builder's Risk Insurance/Installation Floater – Completed Value Basis

- a. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in the amount of the initial contract sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles.
- b. The Builders' Risk insurance shall include interests of the Owner and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.

Insurance Requirements shall include the following:

- a. On insurance policies where the Owner is named as an additional insured, the Owner shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the contract.
- b. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

The CM/GC shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to any contract entered into by the Owner 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.

Certificates of Insurance shall provide that the insuring company will not cancel the policy without first providing the Owner with at least thirty (30) days written notice. The CM/GC's insurance company shall provide a letter stating that coverage as required is in force.

Minimum bonding capacity:

The Firm must provide evidence of its ability to obtain a project-specific Performance and Payment Bond, in the form provided by the Owner, in an amount equal to 110% of the estimated contract amount. Evidence of bonding capacity shall be in the form of a letter from the firm's authorized surety. The selected Firm will be required to maintain bonds in effect through the period of the contract for 100% of the total contract amount plus changes in the contract value

that result in a net increase in the contract amount. The surety company must be authorized to do business in the State of Colorado and demonstrate a minimum AM Best Financial Strength Rating (FSR) of "A-", and a Financial Size Category (FSC) of "X". **Owner required Payment and Performance Bond forms are attached as Exhibits H and I respectively.**

Form of Agreement:

Selected Firm will be expected to execute AIA Document A133-2019 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, Exhibit B – Insurance and Bonds* and associated General Conditions AIA Document A201-2017, as modified by Owner's legal counsel and attached for reference as **Exhibits E, F and G respectively.**

The Owner's selection of a Contractor is expressly conditioned on the Owner and the Contractor entering into the form of agreement referenced above. Among other terms and conditions, the CM/GC contract will contain a delay damages clause in an amount of \$1,450 per day for every day completion of the Project extends beyond the Project completion date established by the Owner and the Contractor, except for reasons of force majeure. The CM/GC will work with Owner to establish milestone completion dates and the delayed damages clause will apply to those agreed upon dates. If for any reason the parties have not fully executed a mutually acceptable CM/GC Contract within 20 days of the Owner conditionally selecting the Contractor, the Owner may, at its option, commence contract negotiations with one or more of the other Contractors who submitted Qualification Statements and Fee Proposals in response to this RFQ, without the necessity of issuing a new Request for Qualifications and Fee Proposal for this Project. The Owner also has the right to terminate the process, modify the process and/or commence a new process for selecting a CM/GC.

Owner's Representative Project Management Application:

The selected Team will be required to work within the Consultant's project management application to submit schedule of values, applications for payment and change orders. There is no cost for CM/GC's participation in or use of the application.

10.0 SUBMITTAL REQUIREMENTS

Throughout the submittal, the Team's emphasis should be placed on the proposed Team members and Firm's relevant experience in construction of facilities of similar size and complexity to the Project described in Section 2.0.

There is no page limit for the Team's Statement of Qualifications however, concise responses addressing the specific requirements of this Request for Qualifications will aid in the evaluation process.

The Qualifications Statement shall include the following information, numbered, and tabbed, in the order indicated below:

Cover Letter

A maximum two-page letter of interest that includes a synopsis of the Contractor's Firm, distinguishing firm characteristics, primary contact information and commitment of the proposed project Team members to this Project for the scheduled duration. This letter must be signed by an officer of the company.

A. Minimum Requirements

Submit proof of possession of the Minimum Requirements, as per Section 9.0 of this RFQ including the additional items outlined in d - g below:

- a. Provide evidence that the Firm is a properly formed and registered entity in "Good Standing" with the office of the Colorado Secretary of State.
- b. Provide evidence of Firm's ability to obtain and provide the minimum insurance requirements.
- c. 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).
- d. Company Name, Location and Legal Status:
 - i. Identify the full legal name of your organization and how many years your organization has been in business.
 - ii. List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.
 - iii. Identify the legal status under which your organization does business (sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other) and provide the names and titles of the corporate officers, partners or owners as applicable.
- e. Financials:
 - i. Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.
 - ii. Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?
- f. Disputes and Disciplinary Actions:
 - i. Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Item d above? If yes, provide explanation.
 - ii. In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
 - a. Failed to complete work awarded to it?
 - b. Been terminated for any reason except for an owner's convenience?
 - c. Had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible?
 - d. Filed any lawsuits or requested arbitration regarding a construction project?
 - iii. In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Item d above:
 - a. Been convicted of, or indicted for, a business-related crime?
 - b. Had any business or professional license subjected to disciplinary action?
 - c. Been penalized or fined by a state or federal environmental agency?
- g. Provide your Experience Modification Rate (EMR) for the past three years. If your EMR is not known, please provide a summary of job-related incidents within the last 5 years.

B. Firm Organization

Provide a clear and descriptive organizational outline or chart, identifying key Team members proposed for the Project, including the Superintendent, Project Manager and Preconstruction Manager. All major participants of the Team shall be identified along with their project roles, responsibilities and their reporting accountability. Lines of authority and communication shall be clearly shown. It is anticipated that the CM/GC Firm will assign one Project Manager.

C. Qualifications of Key Personnel

Provide a one-page resume for each individual listed on the organizational chart (Section B). List the individual's position, project responsibility, education, license or registration (where applicable), affiliations, publications, awards, and relevant experience over the last five years. Identify other projects and proposals, and timing of same that these Team members are committed to at this time. Applicants are reminded that after pre-qualification, significant changes in the composition of the CM/GC Team's personnel, roles or responsibilities may not be made without the consent of the Owner.

D. CM/GC Delivery Method Experience

The CM/GC delivery method has been chosen because a high-performing, collaborative Team is important to the success of this Project. Describe your firm's experience with this delivery method and provide examples of how your Team has added value to the projects successfully completed through this type of project delivery method. The response should address the following capabilities: client relations, pre-construction services, construction management, cost control, quality control, schedule control, and risk management.

E. Contractor's Construction Experience

Provide at least 3 examples of projects (completed within the last five years) of similar construction experience, including facility type, contract value, schedule and any attributes that may be relevant to this Project. Identify which proposed Team members participated on these examples. Clearly indicate why these projects are relevant.

Provide owner references for each project cited. The cited reference must contain correct name and telephone number of the appropriate reference and the applicant should verify the availability of the reference prior to submittal.

F. Project Approach

- Describe your Firm's approach to providing CM/GC preconstruction and construction services specific to this Project. Describe your Firm's methodology and approach for incorporating changes during the design and construction phases.
- Briefly describe your approach to safety in an occupied area. The Day Lodge will be in operation for the duration of construction of Slopeside Hall; full functionality, egress and ingress must be maintained including public access to surrounding site amenities.

G. Subcontractor Procurement

Provide a written description of the proposed sub-contractor solicitation and procurement process for this Project. Explain how you propose to develop interest and maintain participation of qualified subcontractors through the bidding process in the current market. Describe how the Team would propose to include "local" vendors, suppliers and subcontractors in the bid process.

Indicate and itemize all construction, management and supervision that the Team would propose to self-perform versus performance through subcontractors. Specify what types of Work will not be competitively bid and your rationale for this approach.

H. Statement of Differentiation

Explain in one page or less what differentiates your Team from other qualified competing Firms, specifically in regard to this Project.

I. Proposed Schedule

As part of the Submittal Requirement, responding Firms must also provide a proposed/estimated schedule for the Project as outlined in Section 11.0 below.

J. Fee Proposal and Good Faith Estimates

As part of the Submittal Requirements, responding Firms must also provide a Fee Proposal and Good Faith Estimate for the Project as outlined in Section 12.0 below.

11.0 PROPOSED SCHEDULE

Provide a proposed/estimated schedule for the Project. While there is some flexibility in schedule, Teams should make it clear that thought has been put into shift work, phasing, project start and end dates, as well as critical milestones that need to be met.

The Contractor's Schedule shall be a Critical Path Method (CPM) schedule prepared to show data for the entire construction project. The Contractor's Schedule shall contain each of the following elements:

1. Clearly indicate Early Start, Late Start, Early Finish, Late Finish and Total duration for each task.
2. Clearly identify those tasks that are on the Critical Path.
3. Indicate Project Start, Substantial Completion & Final Acceptance dates as Milestones.
4. Indicate sufficient other Milestones to easily track overall Contractor's adherence to schedule.
5. Indicate dates for Contract Closeout Procedures, Product Demonstrations/Trainings, Owner's move-in and Occupancy.
6. Use the dates provided in Section 4.0 Anticipate Project Timeline above as a benchmark for assumptions and calculations of allowable workdays and hours, as they relate to general conditions.

12.0 FEE PROPOSAL AND GOOD FAITH ESTIMATE

In addition to the qualifications above, each responding firm must also provide a Fee Proposal and Good Faith Estimate for the Project based on the Construction Documents identified in Section 2 and attached as exhibits. One (1) complete, electronic copy of the Fee Proposal and Estimate shall be included as a separate section within the electronic submittal required per Section 6.0 above. ***The Owner reserves the right to award the project based on best overall value.***

The CM/GC's Fee Proposal is to be presented as provided in Exhibit J.

The Good Faith Estimate should be provided and organized per CSI division.

13.0 SELECTION CRITERIA AND EVALUATION

CM/GC Teams responding to this Request for Qualifications will be evaluated based on the criteria noted below:

- A.** The Firm's understanding of the Project and the needs of the Owner and general Project approach.
- B.** The Firm's experience, qualifications and capability. This includes experience with the CM/GC delivery method, management and procurement experience related to subcontractors, cost, schedule and quality control, and risk management.
- C.** The relevant experience of principal Team members and diversity of expertise.

- D. The Firm's references for work performed on similar projects.
- E. The clarity, responsiveness and professionalism of the submittal.
- F. Whether the company is firmly established in the business, financially responsible, and has the resources and ability to offer its services in a professional, expedient manner.
- G. The Firm's understanding of the requirements of Town of Frisco, Summit County and the State of Colorado including the permitting and approval process.
- H. Proposed schedule for completion of the Work.
- I. The estimated costs for completion of the Work.

Shortlisted Firms may be invited to participate in interviews. Interviews will be scored separately from the RFQ submittals, interview process and scoring format will be provided to shortlisted Firms. Fees will be reviewed and considered as part of the final analysis in an effort to establish overall best value.

The Owner may request additional information as deemed necessary. Failure to provide such information may result in the submittal being considered non-responsive. Modifications may be made to the scoring based on the experiences the selection committee has had with the Firm, or if they envision conflicts of interests. The Owner reserves the right to reject any and all submittals, waive informalities and to reject non-conforming, non-responsive or conditional submittals.

14.0 PERMITS & AUTHORITIES HAVING JURISDICTON (AHJ)

The Architect will apply to the Summit County Building Department, for the plan review and Building Permit, and distribute the permit to the Owner and General Contractor. The Owner shall pay for the plan review and Building Permit, and the inspections normally provided by the Town of Frisco.

The following fees shall be paid for by the Owner if applicable to the Work:

1. Water plant investment fee and water tap fee.
2. Sewer plant investment fee, sewer reimbursement charge, and sewer tap fee.
3. Bringing permanent electrical service to the transformer including transformer pad.
4. Street over-sizing fee.
5. Storm drainage fee.
6. Gas tap fees.

The Contractor shall pay for all other required inspections, permits, licenses, and fees, including but not limited to State Electrical Board and State Plumbing Board Permits. The Contractor shall be responsible to make calls and arrange for all inspections required by all applicable Authorities Having Jurisdiction over the Project.

Assessments against the property are the obligation of the Owner and will be paid by the Owner as necessary to assure issuance of permits specified above. This includes sewer and water charges for capital improvements and line extensions, including plant investment fees and connection charges based on the cost of mains serving the site.

15.0 **OWNER FURNISHED INFORMATION**

The following Owner-furnished data will be made available to the selected Team in order to support the pre-construction process:

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Geotechnical Report & Recommendations, |
| <input checked="" type="checkbox"/> | Site Survey including boundary, topography and existing features, |
| <input checked="" type="checkbox"/> | Phase I Environmental Site Assessment |
| <input type="checkbox"/> | Asbestos hazard and regulated building materials survey |
| <input checked="" type="checkbox"/> | As-built or record documents of the existing Day Lodge |

The Owner is providing the above items noted but in no way does it remove responsibility of the Contractor to preform due diligence. No allowance or extra consideration shall be paid by the Owner as a result of the Contractor's lack of familiarity with the site and location of the Work.

Before submitting a Fee Proposal, the Contractor shall personally inspect the site of the proposed Work. Submission of a Fee 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 Owner 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.

16.0 **PROJECT WARRANTIES**

In addition to all subcontractor, manufacturer or vendor warranties, the Contractor shall provide a two-year warranty on all Work performed on the Project. The Contractor shall also 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) defining a warranty process for claims; b) providing a warranty claim form for the Owner's use; c) receiving all warranty claims from the Owner; d) identifying and contacting the individuals(s) or entity(ies) issuing the warranty under which the claim is being made; e) arranging for all warranty Work; f) administering all documents necessary and appropriate for the proper and timely processing of each warranty claim; g) completing review on a periodic basis of a status log of all warranty claims; and h) initiation and completion of 11 and 23 month warranty walks. This obligation shall be expressly stated in the contract between the successful Contractor and the Owner.

17.0 **OWNER'S RIGHT, WARRANTIES & DISCLAIMERS**

1. The selection of the CM/GC Team will not be based solely on cost, but rather the best interest of the Owner. Owner's selection committee will make a recommendation to the Town Council based upon all elements of evaluation and information provided in the submittal, interviews and subsequent contract negotiations.
2. The respondents to the Request for Qualifications warrant that they are able to complete the project to specifications that will meet or exceed the minimum code and safety requirements as set by the State of Colorado, Summit County, Summit Fire and EMS and Town of Frisco where applicable, as well as, all other Authorities Having Jurisdiction over the projects. Additionally, they also warrant that they will complete the Project to the minimum standards and requirements of all municipal, county, state and federal agencies having jurisdiction and authority over the projects.
3. The Respondents warrant that they will comply with Colorado Immigration Law. Specifically, the Contractor shall comply with all provisions of Colorado Immigration Law in effect prior to

or during the performance of Work under the Project including but not limited to Colorado Revised Statute Title 8, Article 17.5 Illegal Aliens - Public Contracts for Services (CRS 8-17.5-101 & 102) & Title 8, Article 2 Employment Verification Requirements (CRS 8-2-122). Contractor further represents, warrants and agrees to comply with the requirements of Colorado Immigration Law as therein set forth and to insert, or include by reference, this clause, and require compliance therewith, in all subcontracts hereunder.

4. The Owner reserves the right to accept/reject any or all submittals received through this solicitation process. The Owner reserves the right to terminate or modify the CM/GC selection process, including the Selection Schedule, at any time as may be deemed necessary and in the best interests of Town of Frisco.
5. The Owner reserves the right to award the Project(s) in the manner deemed most beneficial to Town of Frisco and that provides the greatest overall value.
6. Selected Firms will be expected to execute AIA Document A133-2019 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, Exhibit B – Insurance and Bonds* and associated General Conditions AIA Document A201-2017, as modified by Owner's legal counsel and attached for reference as Exhibits E, F and G respectively.
7. All costs incurred by prospective CM/GC Teams associated with the preparation of submittals, attendance at interviews and contract negotiations in response to this Request for Qualifications are the sole responsibility of the Applicant.
8. The Qualification Statement and Fee Proposal (if applicable), and all supporting documentation, attachments, supplementary materials, sketches, etc. shall become the property of The Town of Frisco and will not be returned to the Contractor.
9. Owner's obligations under this Agreement are contingent upon its securing adequate financing, upon terms acceptable to the Owner, in Owner's sole discretion, within a reasonable period of time, which shall be commensurate with the progress of Services and Work contemplated by the Agreement. Nothing contained herein shall obligate the Owner to make any specific efforts or to make any particular inquiries or applications with respect to financing. In the event the Owner fails to obtain adequate financing, Owner may notify CM/GC Team and terminate the Agreement.
10. This section is intended for informational purposes only and no response is expected nor encouraged. However, questions, comments, or concerns with regard to the contract terms and conditions must be included with your submittal. Absent any such attachment, the Owner will assume Firm's full acceptance of the contract terms and conditions. Exceptions requested, or alternative language suggested, will be treated as a "counter-offer." The willingness and/or ability of the Owner to accept or negotiate such suggested changes will be considered on a case--by--case basis. Please note, if your Firm does offer suggested modifications, the decision to reject, accept, or further negotiate requested changes will be at the Owner's discretion. IF YOUR COMPANY NORMALLY SEEKS LEGAL REVIEW OF CONTRACT TERMS, THIS PROCESS SHOULD OCCUR PRIOR TO SUBMISSION OF YOUR SUBMITTAL AND YOUR SUBMITTAL MUST IDENTIFY ANY TERM OR CONDITION YOU ARE QUESTIONING AND HOW YOU WOULD SUGGEST IT BE RESOLVED.

**END OF REQUEST FOR QUALIFICATIONS
CM/GC SERVICES
SLOPESIDE HALL & DAY LODGE**



Diversified Consulting Solutions
1550 Wewatta Street, Suite 200
Denver, CO 80202

ADDENDUM NO. 01

Request for Qualifications and Proposal - CM/GC Services Town of Frisco - Slopeside Hall & Day Lodge

To: All Current Plan Holders via BidNet Direct
From: Diversified Consulting Solutions, On behalf of Town of Frisco
Date: September 7, 2022
Distribution: Registered Firms via BidNet Direct; File; Town of Frisco

A1.1 – Mandatory Pre-Submittal Conference Attendees:

The list of attendees that participated in the virtual mandatory pre-submittal conference on August 31, 2022 and whom remain eligible to submit RFQ/P Responses are listed on the attached CM/GC Mandatory Pre-Submittal sign-in sheet, dated August 31, 2022.

A1.2 – Q&A:

Q1: Will there be any fees to be paid by CM for permits with any of the applicable AHJ's?

A1: The Owner shall pay for the plan review and Building Permit, and the inspections normally provided by the Town of Frisco. The Contractor shall pay for all other required inspections, permits, licenses, and fees, including but not limited to State Electrical Board and State Plumbing Board Permits. The Contractor shall be responsible to make calls and arrange for all inspections required by all applicable Authorities Having Jurisdiction over the Project.

Q2: Is this project 100% tax exempt? If not - what taxes are applicable?

A2: Please refer to Sections 3.6 and 3.6.1 of AIA Document A201-2017 General Conditions of the Contract for Construction (Exhibit G of the RFQ/P).

Q3: In the "Section 012300 – Alternates" spec section – the alternates listed do not appear to be applicable – please confirm.

A3: Those alternates do not apply to this project, please disregard. There are not currently any alternates identified for this Project. Section 01 2300 was issued by mistake and can be deleted in its entirety.

Q4: Which project management software/platform will be utilized for this project and is there a fee for CM/GC or subcontractor use?

A4: The Consultant's project management application is Ingenious.Build. The selected firm will be provided with the appropriate login to submit schedule of values, applications for payment and change orders. There is no cost associated with firms required participation in and use of the application.

A1.3 – Additional Specifications Provided by OLC Architects, dated August 24, 2022:

Section 109113 – General Commissioning Requirements are attached and are to be considered part of the Specifications for Slopeside Hall and Day Lodge Projects at the Frisco Peninsula Recreation Area, dated June 9, 2022 by OCL.

This Addendum supersedes the solicitation documents by adding to, deleting from and/or modifying the Request for Qualifications/Proposal as set forth herein. To the extent any such addition, deletion or modification result in any conflict or inconsistency between the solicitation documents and this Addendum, this Addendum shall take precedence.

(END OF ADDENDUM NO. 1)



Diversified Consulting Solutions

Slopeside Hall and Day Lodge

www.dcs-cm.com

Client: Town of Frisco/CDOT
Project Title: Slopeside Hall and Day Lodge
Meeting: CM/GC Mandatory Pre-Submittal Meeting via Teams Meeting (Virtual)
Date & Time: August 31, 2022 @ 11:00am

Meeting Sign-In Sheet

	Firm Name	Contact Person	Contact Phone #	Email Address
1	Garrett Tormoen	MW Golden Constructors	720-531-4054	marketing@mwgolden.com
2	Nicholas Beers	AD Miller Services, Inc.	303-221-7770	nickbeers@admillerinc.com
3	David McLatchie	PG Arnold	720-643-7711	david.mclatchie@pgarnold.com
4	Al Slattery	Adolfson & Peterson	720-810-6805	aslattery@a-p.com
5	Chris Spyke	Owen Ames Kimball	303-435-9545	chriss@o-a-k.com
6	Mark Beaudoin	Owen Ames Kimball	719-235-6184	mikeb@o-a-k.com
7	Tyler Satorious	Adolfson & Peterson	303-304-3377	tsartorious@a-p.com
8	Rob Bradley	Farrington Construction	407-579-5309	
9	Matthew Moore	RA Nelson	970-763-8661	mmore@ranelson.com

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this section.
- B. Owner's Project Requirements (OPR) and Basis of Design (BoD) are included by reference for information only.
- C. Related Sections:
 - 1. Division 1 – Commissioning Demonstration and Training
 - 2. Division 1 – Commissioning Systems Operating and Maintenance Data
 - 3. Division 22 – Commissioning of Plumbing Systems
 - 4. Division 23 – Commissioning of HVAC Systems
 - 5. Division 26 – Commissioning of Electrical

1.2 SUMMARY

- A. Section includes:
 - 1. Building commissioning of the following systems:
 - a. Plumbing components and equipment.
 - b. HVAC components and equipment.
 - c. HVAC system: interaction of cooling, heating, and comfort delivery systems.
 - d. Lighting control system.
- B. The Owner, Green Consultant, Architect/Engineer, and Commissioning Agent are not responsible for construction means, methods, job safety, or management function related to commissioning on the job site.

1.3 DEFINITIONS

- A. Basis of Design (BoD) - The basis of design is the documentation of the primary thought processes and assumptions behind design decisions that were made to meet the design intent. The basis of design describes the systems, components, conditions and methods chosen to meet the intent. Some reiterating of the design intent may be included.
- B. Commissioning – Commissioning is a comprehensive and systematic process to verify that the building systems perform as designed to meet the Owner's requirements. Commissioning during the construction, acceptance, and warranty phases is intended to achieve the following specific objectives:

1. Verify and document that equipment is installed and started per manufacturers' recommendations, industry accepted minimum standards, and the Contract Documents.
 2. Verify and document that equipment and systems receive complete operational checkout by installing contractors.
 3. Verify and document equipment and system performance.
 4. Verify the completeness of operations and maintenance materials.
 5. Ensure that the Owner's operating personnel are adequately trained on the operation and maintenance of building equipment.
 6. The commissioning process does not take away from or reduce the responsibility of the system designers or installing contractors to provide a finished and fully functioning product.
- C. Commissioning Plan (Cx Plan) - an overall plan that provides the structure, schedule and coordination planning for the commissioning process.
- D. CxA – Commissioning Authority or Commissioning Agent
- E. Deficiency - a condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents, does not perform properly or is not complying with the design intent.
- F. Functional Performance Test (FPT) - test of the dynamic function and operation of equipment and systems using manual (direct observation) or monitoring methods. Functional testing is the dynamic testing of systems (rather than just components) under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint). Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc. The systems are run through all the control system's sequences of operation and components are verified to be responding as the sequences state. Traditional air or water test and balancing (TAB) is not functional testing, in the commissioning sense of the word. TAB's primary work is setting up the system flows and pressures as specified, while functional testing is verifying that which has already been set up. The Commissioning Agent develops the functional test procedures in a sequential written form, coordinates, oversees and documents the actual testing, which is usually performed by the installing contractor or vendor. Functional Performance Tests are performed after pre-functional checklists and startups are complete.
- G. Issues Log: a dynamic document listing items of non-compliance in materials, installation or operation. The document shall include the results from pre-functional checklists, functional performance testing, and short-term diagnostic monitoring. The document will include details of the components or systems found to be non-compliant with the drawings and specifications and shall identify adjustments and alterations required to correct the system operation, and identify who is responsible for making the corrective changes.
- H. Manual Test - using hand-held instruments, immediate control system readouts or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the "observation").

- I. Monitoring - the recording of parameters (flow, current, status, pressure, etc.) of equipment operation using data loggers or the trending capabilities of control systems.
- J. Non-Compliance - see Deficiency.
- K. Non-Conformance - see Deficiency.
- L. OPR – Owner’s Project Requirements: a dynamic document that provides the explanation of the ideas, concepts and criteria that are considered to be very important to the Owner. It is initially the outcome of the programming and conceptual design phases.
- M. Pre-functional Checklist - a list of items to inspect and elementary component tests to conduct to verify proper installation of equipment, provided by the Commissioning Agent to the contractor or supplied directly by the contractor to the CxA. Pre-functional checklists are primarily static inspections and procedures to prepare the equipment or system for initial operation (e.g., belt tension, oil levels OK, labels affixed, gages in place, sensors calibrated, etc.). However, some pre-functional checklist items entail simple testing of the function of a component, a piece of equipment or system (such as measuring the voltage imbalance on a three-phase pump motor of a chiller system). The word “pre-functional” refers to before functional testing. Pre-functional checklists augment and are combined with the manufacturer’s start-up checklist.
- N. Seasonal Performance Tests - Functional Performance Tests that are deferred until the system(s) will experience conditions closer to their design conditions.
- O. Warranty Period - warranty period for entire project, including equipment components. Warranty begins at Substantial Completion and extends for at least one year, unless specifically noted otherwise in the Contract Documents and accepted submittals.

1.4 COORDINATION

- A. Commissioning Team: The commissioning process will require cooperation of the Contractor, subcontractors, Vendors, Architect/Engineer, Commissioning Agent, and Owner. The commissioning team shall be comprised of the following.
 - 1. Contractor
 - a. Project Manager
 - b. Test Engineer
 - 2. Subcontractors: As appropriate to product or system being commissioned.
 - 3. Commissioning Agent
 - a. Project Manager
 - b. Project Engineers

4. Owner Representative(s)
5. Architect/Engineer
 - a. Architect
 - b. MEP Engineers
 - c. Specialty Consultant(s)

1.5 OWNER'S RESPONSIBILITIES

- A. Provide the OPR documentation to the CxA and each Contractor for information and use.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Each Contractor shall assign representatives with expertise and authority to act on the Contractor's behalf and shall schedule them to participate in and perform commissioning process activities. These activities are detailed in Division 22 "Commissioning of Plumbing Systems", Division 23 "Commissioning of HVAC Systems", and Division 26 "Commissioning of Electrical Systems" including, but not limited to, the following:
 1. Evaluate performance deficiencies identified in test reports and, in collaboration with the entity responsible for system and equipment installation, recommend corrective action.
 2. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
 3. Attend commissioning team meetings held as needed. Meetings will be coordinated with scheduled construction meetings.
 4. Integrate and coordinate commissioning process activities with the construction schedule.
 5. Review and accept construction checklists provided by the CxA.
 6. Complete electronic construction checklists and provide to the Commissioning Agent on a daily basis as work is completed.
 7. Review and accept commissioning process test procedures provided by the Commissioning Agent.
 8. Complete commissioning process test procedures.

1.7 COMMISSIONING AGENT'S (CxA'S) RESPONSIBILITIES

- A. Organize and lead the commissioning team.
- B. Provide the commissioning plan.
- C. Conduct regularly scheduled commissioning team meetings.
- D. Provide project-specific construction checklists and commissioning process test procedures.

- E. Verify the execution of commissioning process activities using appropriate sampling procedures approved by the owner by acceptance of the Cx plan. The sampling rate may vary from 1 to 100 percent and will be indicated in the Cx plan. Verification will include, but is not limited to: equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the OPR and Design Documents. When a random sample does not meet the requirement, the CxA will report the failure in the Cx Issues Log.
- F. Prepare and maintain the Cx Issues Log.
- G. Prepare and maintain completed construction checklist log.
- H. Witness systems, assemblies, equipment, and component startup.
- I. Compile test data, inspection reports, and certificates and include those items in the Cx manual and commissioning process report.

PART 2 PRODUCTS

2.1 TEST EQUIPMENT

- A. Instrumentation shall meet the following standards:
 - 1. Be of sufficient quality and accuracy to test and measure system performance within the tolerances required to determine adequate performance.
 - 2. Be calibrated on the manufacturer's recommended intervals with calibration tags permanently affixed to the instrument being used.
 - 3. Be maintained in good repair and operation condition throughout the duration of use on this project.
- B. All standard testing equipment required to perform startup and initial checkout and required functional performance testing shall be provided by the contractor for the equipment being tested.
- C. Data logging equipment or software required to test equipment may be provided by the Commissioning Agent, but shall not become the property of the Owner.

PART 3 EXECUTION

3.1 COMMISSIONING PROCESS

- A. The following activities outline the commissioning tasks and the general order in which they occur. The Commissioning Agent shall coordinate all activities unless otherwise noted.
 - 1. Design Review and Documentation.
 - a. Documentation of Basis of Design and Design Intent.
 - b. Construction Document Review.

2. Commissioning Scoping Meeting.
3. Commissioning Plan.
4. Submittal Review.
5. Pre-Functional Checklists.
6. Functional Performance Testing.
7. Issues Log.
8. Operations and Maintenance Manual and Training Plan Review.
9. Deferred Testing.
 - a. Unforeseen Deferred Tests.
 - b. Seasonal Testing.
 - c. End of Warranty Inspection

3.2 EQUIPMENT & SYSTEM SCHEDULE

A. The following equipment shall be commissioned in this project.

System	Equipment	Check
Plumbing System	Service Water Heating, Pumps and Controls	X
HVAC System	HVAC Equipment and Controls	X
Electrical System	Metering, Lighting Controls	X

END OF SECTION 019113