



FREMONT COUNTY
County Engineer / Project Manager
615 Macon Avenue – Room 204
Canon City, Colorado 81212
Telephone: (719) 276-7367
Email: matthew.sheldon@fremontco.com

Date : September 8, 2020

Solicitation title: **CM/GC SERVICES FOR NEW COURTROOM AND IMPROVEMENTS**

Pre-Solicitation Meeting: **September 17, 2020 @ 11:00 am**
Fremont County Combined Court
136 Justice Center Rd
Cañon City, CO 81212

Proposal will be received until: September 24, 2020, 2:00 p.m. local time
Submit electronically on Fremont County Bid Portal or by mail or in person to room 106.

Goods or services to be delivered to or performed at: Fremont County Combined Court
136 Justice Center Rd
Cañon City, CO 81212

For additional information please contact:
Email Address: [Matthew Sheldon, Fremont County Engineer / PM
\[matthew.sheldon@fremontco.com\]\(mailto:matthew.sheldon@fremontco.com\)](mailto:matthew.sheldon@fremontco.com)

Documents included in this package: Request for Proposal
Appendix A – Supplemental Questions

Separate attachments: Design Drawings

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Response, (3) the Response is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Response submitted herein for a minimum of ninety (90) calendar days following the date of submission.

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Email Address: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

Email Address: _____

I. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, offers, proposals, qualifications, quotations, and responses (hereinafter referred to as "Response") made to Fremont County (hereinafter referred to as "County") by all prospective contractors, contractors, bidders, firms, companies, publishers, consultants, or suppliers (hereinafter referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

II. CONTENTS OF RESPONSE

A. **GENERAL CONDITIONS.** Contractors are required to submit their Responses in accordance with the following expressed conditions:

1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
2. Contractors are advised that all County Solicitations and contracts are subject to all requirements contained in the County's Procurement Policy and state and federal statutes. When conflicts occur, the highest authority will prevail.
3. Contractors are required to state exactly what they intend to furnish to the County in their Response and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Response, it shall be construed that the Contractor's Response fully complies with all conditions identified in this Solicitation.
4. The County intends and expects that the contracting processes of the County and its Contractors provide equal opportunity without regard to disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any contract awarded to the Contractor and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. **Joint ventures are encouraged.** The Contractor shall disseminate information regarding all subcontracting opportunities under the contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Contractor shall maintain records demonstrating its compliance with this provision and shall make such records available to the County upon the County's request.
5. All Responses and other materials submitted in response to this Solicitation shall become the property of the County and shall be considered public information and subject to disclosure. **DO NOT INCLUDE CONFIDENTIAL AND/OR OTHERWISE PRIVILEGED DOCUMENTS AS PART OF A RESPONSE OR OTHER SUBMITTED MATERIALS.** By submitting a Response, Contractor affirms that none of the information provided in its Response or other submitted materials is confidential, proprietary, trade secret, or otherwise privileged, and the County may release such information without liability.

B. **CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS**

1. Where there appears to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications, and then the Special Terms and Conditions, will prevail.

2. If any Contractor contemplating submitting a Response under this Solicitation is in doubt as to the true meaning of the specifications or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

Any official interpretation of this Solicitation must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

The County shall issue a written addendum if substantial changes which impact the technical submission of Responses are required. A copy of such addenda will be available at the Fremont County Bid Portal website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA. FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM MUST BE SEPARATELY ACKNOWLEDGED. ANY SUBMITTAL DEEMED NON-RESPONSIVE MAY BE RETURNED. ANY CONTRACTOR DEEMED NON-RESPONSIVE WILL NOT HAVE THE ABILITY TO APPEAL AWARD DECISION(S).

C. PRICES CONTAINED IN RESPONSE-DISCOUNTS, TAXES, COLLUSION

1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Responses; discounts for periods of less than twenty days, however, will not be considered in making an award. Contractors are encouraged to provide their prompt payment terms in the space provided on the Solicitation's Specification and Pricing Form. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

Federal Identification Number: 84-6000765

State of Colorado Tax Exempt Number: 98-04996-000

3. Contractor, by affixing its signature to this Solicitation, certifies that its Response is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Response for the same items, or with the County. The Contractor also certifies that its Response is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PREPARATION AND SUBMISSION OF RESPONSE

A. PREPARATION

1. The Response must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

2. Responses must contain, a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Responses. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Response may be invalid and may not be considered.**
3. Unit prices shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested.** Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Responses will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Response is the sole responsibility of the Contractor. No changes in the Response shall be allowed after the date and time that submission of the Responses is due.

B. SUBMISSION

1. The Response shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Specification and Pricing form, which is attached to this Solicitation, must be used when the Contractor is submitting its Response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. No other form shall be accepted.
2. Each Response must be submitted at the time and place, and number of copies as specified in this Solicitation Special Terms and Conditions. Failure to submit the required number of copies may deem the Contractor's Response non-responsive.
3. Failure to provide any requested information may result in the rejection of the Response as non-responsive.
4. Contractor is responsible for ensuring their Response is received prior to the deadline outlined in the solicitation regardless of the method of delivery.
5. Responses submitted via facsimile machines will not be accepted.
6. Contractors, which qualify their Responses by requiring alternate contractual terms and conditions as a stipulation for contract award must include such, alternate terms and conditions in their Responses. The County reserves the right to declare a Contractor's Response as non-responsive if any of these alternate terms and conditions are in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

- C. LATE RESPONSES. Responses received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Contractor.

IV. MODIFICATION OR WITHDRAWAL OF RESPONSES

- A. MODIFICATIONS TO RESPONSES. Responses may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Responses to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

B. WITHDRAWAL OF RESPONSES

1. Responses may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Responses. Any withdrawal of a Response submitted to Fremont County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.
2. Responses may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Response is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor from the contractor list and may not accept any Response from the Contractor for a six-month period following the withdrawal.

V. REJECTION OF RESPONSES

A. REJECTION OF RESPONSES. The County may, at its sole and absolute discretion:

1. Reject any and all, or parts of any or all, Responses submitted by prospective Contractors;
2. Re-advertise this Solicitation;
3. Postpone or cancel the process;
4. Waive any irregularities in the Responses received in conjunction with this Solicitation; and/or
6. Determine the criteria and process whereby Responses are evaluated and awarded.

B. REJECTION OF A PARTICULAR RESPONSE. In addition to any reason identified in subsection A above, the County may reject a Response under any of the following conditions:

1. The Contractor misstates or conceals any material fact in its Response;
2. The Contractor's Response does not strictly conform to the law or the requirements of the Solicitation;
3. The Response expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
4. The Response does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Response by the Solicitation; and/or
5. The Response has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.

C. ELIMINATION FROM CONSIDERATION

1. A Response may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.
2. A Response may not be accepted from, nor any contract awarded to, any person or firm who has failed to perform faithfully any previous contract with the County or other governmental entity, for a minimum period of three years after the previous contract was terminated for cause.

D. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section V or decisions by the County.

VI. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish

all information and data for this purpose as the County requests. Such information includes but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Response if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Responses will not be accepted.

VII. AWARD OF SOLICITATION. The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless a contract has been signed by an authorized representative of the County and the Contractor.

VIII. APPEAL OF AWARD. Solicitations are awarded based on several conditions, price being just one of the elements. Please check the Solicitation's Special Terms and Conditions to see the elements upon which the award will be based. Contractors may appeal the Notice of Intent to Award decision by submitting, in writing, to the County's Purchasing Manager, a request for reconsideration within 3 business days after the Notice of Intent to Award is sent to all participating Contractors via email, provided the appeal is sought by the Contractor prior to the County finalizing a contract with the selected Contractor. Contractors who were deemed non-responsive are ineligible to participate in the appeal of award process.

SUBMISSION OF RESPONSES: The original Response must be received before the due date and time as specified in this Solicitation. The Contractor is responsible for addressing the envelope as indicated below or submitting electronically via the Fremont County Bid Portal. If the submittal arrives late, it will be returned unopened. Address the envelope as follows:

Fremont County Administration
615 Macon Ave. #106
Cañon City, CO 81212

ATTN: Matthew Sheldon
Courthouse Bid

SCHEDULE OF ACTIVITIES: The following activities and dates are a tentative outline of the process to be used to solicit Contractor responses and to evaluate each Contractor Response:

September 8, 2020 Issue Request for Proposal
September 17, 2020 @ 11:00 AM Pre- Solicitation Meeting
September 18, 2020 @ 2:00 PM Deadline for Submitting Questions
September 24, 2020 @ 2:00 PM Solicitation Submittal Deadline
October 13, 2020 Award contract

PURPOSE: TO ESTABLISH A CONTRACT: The purpose of this Solicitation is to obtain CM/GC services, including pre-construction services for the design and construction of a new small courtroom and adjacent tenant improvements in an existing space on 2nd floor of the Fremont County Combined Courthouse.

TERM OF CONTRACT: This contract shall commence on the date of the Contract Execution or Notice of Award and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Solicitation have been completed and accepted by the County's authorized representative. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

CONTRACTUAL OBLIGATIONS

- A. The successful Contractor will be required to sign a contract. The County reserves the right to add or delete provisions prior to contract execution.
- B. Contractor is responsible for reviewing the form contract and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- C. Contractor's Response must state its willingness to enter into the form contract or Contractor shall identify and include any proposed revisions they have for the form contract. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard contract is for general purposes at this time but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- D. Material Priced Incorrectly. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- E. The County may, during the term of the contract and any extensions, request additional work at other locations throughout Fremont County by the successful Contractor.

- F. Contractor must obtain Fremont County Building Permit for this work. 2006 International codes must be followed. State electrical and plumbing permits are required, as applicable.

PRE-PROPOSAL CONFERENCE AND WALK-THROUGH IS HIGHLY RECOMMENDED: A pre-proposal conference will be held on September 17, 2020 @ 11:00 am at the Fremont County Combined Courthouse, 136 Justice Center Road, to discuss the Specifications. All attendees will be required to clear security at the public entry. The specific meeting place is out in front of the entrance to the building, prior to security screening.

Contractors who fail to arrive at the designated meeting place for the pre-proposal conference at the scheduled starting time of 2:00 PM will be considered non-responsive and ineligible for award.

Contractor shall take all necessary precautions with going through secure facility, i.e. tools, camera, etc.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It is the intent of the County to award a contract to the Contractor who receives the highest score when the Responses submitted by interested Contractors are reviewed by the County's Response Evaluation Committee. Notwithstanding, the County reserves the right to alter this method of award if such alteration is in the best interest to the County. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria listed in no particular order:

1. Qualifications and Relative Experience of Firm and Specific Individuals who will be Assigned to the Project
2. Project Approach and Schedule
3. Responses to Supplemental Questions
4. Fee Proposal
5. Attendance at Pre-Bid Meeting

For more detailed explanation of criteria please refer to page(s) 16.

If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors who received the highest scores during the written phase to provide an oral presentation. The number of Contractors who may be invited to provide an oral presentation will be determined by the Evaluation Committee after the written Responses have been scored.

The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Matthew Sheldon, Fremont County Engineer / Project Manager, matthew.sheldon@fremontco.com. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date and time listed on page seven (7) in the schedule of activities for submitting the question(s) regardless of the method of delivery.

Any official interpretation of this Solicitation must be made by an agent of the County who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

FREMONT COUNTY SUPPLEMENTARY CONDITIONS

June 24, 2019 Edition

These Supplementary Conditions shall supersede and control over any inconsistencies or conflicting provisions within the Contract Documents.

County refers to Fremont County, acting through the Fremont County Board of County Commissioners.

SC-1 The County hereby states that the amount of money appropriated for this project is equal to or in excess of the awarded Contract amount.

SC-2 The parties agree that issuance of any change order or other form of order or directive by the County, that requires additional, compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, is prohibited unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of additional work have been made, or unless such work is covered under a remedy-granting provision in this Contract.

SC-3 Any dispute arising out of this Contract, and the performance thereof, shall be resolved by a state court of appropriate jurisdiction, in Fremont County, Colorado. The prevailing party to any lawsuit shall be entitled to receive, as part of costs awarded, reasonable attorney fees, expert fees, and other costs of litigation.

SC-4 Upon receipt of any payment from the County, the Contractor shall be required to make payments to each of his subcontractors the amount due such subcontractor, if such amounts for subcontractor services and materials were included in the Contractor's request for payment and the Contractor actually received such amounts from the County. The Contractor shall make such payments to any subcontractor within seven (7) calendar days following receipt of payment from the County in the same manner as the County is required to pay the Contractor, as long as the subcontractor is satisfactorily performing under his Contract with the Contractor. If the Contractor fails to make timely payments to the subcontractor as required by C.R.S. §24-91-103, the Contractor shall pay to the subcontractor interest either as specified by Contract, or at the rate of 15% per annum, whichever is higher, on the amount of the payment which was not made in a timely manner.

SC-5 In the event that it becomes necessary for the County to take over the completion of any of the Contract performance, then of all amounts owing the Contractor, including the withheld percentage, the amounts shall be applied first toward the cost of completion of the Contract; second, toward performance of the County's withholding requirements pursuant to C.R.S. §38-26-107; third, to the surety furnishing bonds for the Contract work, to the extent such surety has incurred liability or expense in completing the Contract work or made payments pursuant to C.R.S. §38-26-106; then to the Contractor.

SC-6 To the extent authorized by law, the Contractor shall indemnify and hold harmless the County against any and all claims, damages, liability and Court awards including costs, expenses and attorneys' fees incurred as a result of any act or omission by the Contractor, or its agents, subcontractors, or assignees pursuant to the terms of this contract.

SC-7 Upon the Notice of Award, County shall furnish Contractor with three (3) copies of the Agreement and other Contract Documents, along with appropriate instructions. Contractor shall execute and deliver all copies to County, with the required Bonds, within fifteen (15) days of the Notice of Award. Upon execution by County, two copies will be returned to Contractor who shall promptly deliver one copy to his surety. The County will retain one copy.

SC-8 TYPES AND LIMITS OF INSURANCE: In accordance with the insurance requirements of the General Conditions, Contractor shall provide the coverage specified herein. Satisfactory certificates of insurance shall be filed with the County prior to beginning the Work.

The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

Worker's Compensation:

- (1) State: Statutory
- (2) Applicable Federal (e.g. Longshoreman's): Statutory
- (3) Employer's liability: \$100,000

Comprehensive General Liability:

- (1) Bodily Injury:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate, Products and Completed Operation
- (2) Property Damage:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

(3) Property Damage Liability Insurance will provide explosion, collapse, and underground coverages where applicable.

(4) Personal injury, with exclusion deleted:

\$1,000,000 Annual Aggregate

Comprehensive Automobile Liability:

(1) Bodily Injury:

\$1,000,000 Each Person

\$1,000,000 Each Accident

(2) Property Damage:

\$1,000,000 Each Occurrence

SC-9 TAXES: In addition to the requirements in the General Conditions, the following provisions apply:

SALES AND USE TAXES: County is exempt from Colorado State Sales and Use Taxes on materials to be permanently incorporated in the work. Said taxes shall not be included in the Contract Price. Contractor and subcontractor shall apply to the Colorado Department of Revenue, Sales Tax Division for an exemption certificate and purchase the materials tax free. Contractor and subcontractor shall be liable to State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates.

SC-10 RETAINAGE:

SC-10.1 COUNTY REQUIREMENTS: Partial payments will be made as the Work progresses at the end of each calendar month or as soon thereafter as practicable. An amount equivalent to ten percent (10%) of the amount shown to be due the Contractor on each estimate shall be withheld until fifty percent (50%) of the Work required by the contract has been performed. Thereafter, an amount equivalent to five percent (5%) of amount shown to be due the Contractor on each estimate shall be withheld until the Notice of Final Acceptance has been issued.

The term 'work' as set forth herein shall be work performed including materials and equipment installed at the construction site. No payments will be made for material delivered to the site.

SC-10.2 STATE REQUIREMENTS: County is required by law (C.R.S §38-26-107) to withhold from all payments to Contractor sufficient funds to insure the payment of all claims for labor, material, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or his subcontractors in or about the performance of the Work. Such funds must be withheld until said claims have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with County a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his duly authorized agents or assigns. Such funds shall not be withheld longer than ninety days following the date fixed for final settlement, as published in a public newspaper in accordance with the law, unless an action is commenced within that time to enforce such unpaid claim and a notice of lis pendens is filed with County.

At the expiration of such ninety day period, County shall pay to Contractor such moneys and funds as are not the subject of suit and lis pendens notices and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to insure the payment of judgments which may result from such suit.

SC-11 OVERTIME WORK: Except as indicated otherwise in the Contract Documents, no on-site Work shall be done between 6:00 p.m. and 7:00 a.m. nor on Sundays or legal holidays without the written permission of County. However, emergency work may be done without prior permission. Night work may be undertaken as a regular procedure with the written permission of County; such permission, however, may be revoked at any time by County if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.

SC-12 CONTRACT TIME AND LIQUIDATED DAMAGES:

SC- 12.1 NOTICE TO PROCEED: Neither the Contractor nor any subcontractor shall commence Work on the Project prior to receipt of the written Notice to Proceed issued by the County. The Contractor shall commence Work as soon as practicable after the starting date specified in the Notice to Proceed. All work under the Contract shall be completed within the number of calendar days stated under the Contract Time, plus extensions beginning with the day following the starting date specified in the Notice to Proceed.

The Contractor shall notify County 24 hours in advance of the time and place where Work will begin. Two working days advance notice is required for surveying and staking.

SC- 12.2 DETERMINATION AND EXTENSION OF CONTRACT TIME: The number of calendar days allowed for the completion of Work shall be as stated in the solicitation request. The contract time shall include all weekends and legal holidays. All calendar days elapsing between the effective dates of any written notice from the County to suspend work and to resume work following suspension, shall be excluded, provided the suspension is not due to the Contractor's actions or in-actions.

The contractor may submit a written request for an extension to the completion time. The request must set forth specific reasons of conditions beyond the control of or through no fault of the Contractor. The Engineer shall evaluate the request and make a recommendation to the County who may extend the time for completion as the conditions justify. If granted, the extended time for completion shall be in full effect the same as though it were the original time for completion.

SC-12.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed. The Contractor will proceed with the Work at such a rate of progress to insure full completion within the Contract Time as stated in the Agreement.

It is expressly understood and agreed, by and between the Contractor and the County, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

Should the Contractor fail to complete the Work within the Contract Time, or extension of time granted by the County, the Contractor shall pay the County liquidated damages in the amount stated in the Agreement per day for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages provided the delay in completion of the Work is due to the following and the Contractor has promptly given written notice of such delay to the County or Engineer:

(A) To any preference, priority or allocation order duly issued by the County.

(B) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another Contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, material or fuel shortages due to governmental regulations or allocations, freight embargoes and abnormal and unforeseeable inclement weather.

SC-13 NONDISCRIMINATION AND AFFIRMATIVE ACTION: The Contractor agrees to comply, and require all subcontractors to comply, with all provisions of the Colorado Anti-discrimination Act of 1957, as amended; C.R. S. §24-34-301 to 308, as amended, and all provisions of any other Federal or State statute regarding equal employment opportunity in the performance of this Contract.

End of Supplementary Conditions Text

I. SPECIFICATIONS / INTRODUCTION

Fremont County (the County) is seeking proposals for CM/GC services required for the construction of a new courtroom in a currently vacant space on the 2nd floor. Minor demolition will be required on the floor below and adjacent spaces for installation of conduit and electrical devices. Selected GC will provide project pricing to the County within three weeks of when they are selected for the project. Time is of the essence in completion of the project, and the courthouse will be fully functional during the construction of the new courtroom.

This location is to remain open during business hours. Business hours are M-F, 7:30am - 4:30pm.

County anticipates that it will separately contract for certain services related to the project, including HVAC Test and Balance, HVAC Commissioning, data cabling and systems furniture installation but has not yet solicited those services. All contractors are expected to work in close collaboration toward the project goals.

The County expects contractors to thoroughly read and review the RFP document and all attachments concerning the project prior to the scheduled pre-proposal meeting. Please come to the pre-proposal meeting prepared. The County does not intend to extend the question deadline.

II. BACKGROUND

Fremont County is obligated by state statute to provide space for the 11th Judicial District Courts and related administrative operations. This project is being undertaken to reallocate existing space for the creation of a new Courtroom with jury box. Funds for this project are provided by a grant from the State of Colorado Underfunded Courts Fund, and project time for completion is limited.

III. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive.

- Three (3) Years in business
 - Certificate of Corporation or Limited Liability Partnerships registered in the State of Colorado or other formal documentation meeting the requirement of years in business included in submittal
- Local Office located in the Denver Metro Area
 - Provide location in submittal. Location on Cover Page will suffice.
- Bid Bond Guaranty of 5%
- Appendix A – Supplemental Questions

IV. SCOPE OF WORK

Fremont County is requesting a formal response for CM/GC services which include preconstruction services, pricing and construction for the proposed improvements. At the time of contracting with selected CM/GC, County anticipates that construction drawings will be 95% complete.

The CM/GC must be capable and willing to work closely with the Owner and Design Architect to maintain budget, and schedule. The CM/GC must also oversee all subcontractors performing the construction work.

General Contractors to provide full service contracting services. The General Contractor shall provide all management, labor, equipment, and materials necessary to perform the services specified herein.

- **Preconstruction Phase(s)**: This phase of the Work includes, but is not limited to, attending design meetings to provide input into value engineering, phasing and constructability, estimating and preliminary schedule development. During the design phase, if the contractor observes that portions of the Documents are at variance with applicable law, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the specified County Representative. The Contractor shall provide a full construction estimate of final construction documents to assist the Owner and Design Consultant in maintaining the cost of construction within the GMP and the duration of the construction within the project's schedule. (See article 9 of proposed agreement)
- **Guaranteed Maximum Price (GMP)**: The Guaranteed Maximum Price is the final price that the contractor agrees to accept in full performance of the attached Construction Manager/General Contractor Agreement (CM/GC Agreement) and is based on the final contract drawings and specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for General Conditions and all work as required in the Contract Documents. In addition to the Preconstruction Fee, the GMP for the Work shall become part of the CM/GC Agreement by contract modification. The final GMP is normally determined at the completion of the construction documents and receipt of subcontractors bid. A GMP will be provided within 3 weeks from the contract being signed
- **Construction Phase(s)**: This phase of the Work consists of the Contractor furnishing and installing all Work as required in the Contract Documents.
- **Fee Proposal, Fees, and Markups**: Before submitting a Fee Proposal, each Contractor shall carefully examine the RFP, and shall include in the proposal the cost of all items required by the RFP. The Fee Proposal, bearing original signatures, must be typed or handwritten in ink on the Fee Proposal form provided in the procurement documents and submitted in a sealed envelope at the location specified below prior to the deadline for submission of cost proposals indicated on the Project Schedule.

All contractors shall furnish the following fees and markups as part of the Cost Proposal (separate attachment):

- **Preconstruction Fee**: This lump sum fee consists of all costs for the CM/GC to provide the required services of the Preconstruction Phase, except pre-authorized, out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee.
- **Construction Services Fee (Overhead & Profit)**: This lump sum fee shall consist of and include overhead (e.g., home office), profit, and home office personnel who will be managing the project during bidding, construction, and closeout, including the warranty period. This fee does not include General Conditions.
- **Cost of Bonds**: This is the cost of payment and performance bonds based on the amount of the contract.
- **General Conditions**: Cost per month for onsite construction support, mobilization, etc.
- **Contractor Change Order Markup**: This is the fixed percentage markup that the Contractor may apply to a change Order for scope increases to the CM/GC Agreement (maximum of 10%). This percentage shall also apply to Subcontractors.

V. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.
Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF RESPONSES: FOUR (4) physical proposals, or ONE (1) electronic proposal (USB, CD, Bid Portal Submittal) must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description

of the contractor's ability to perform the requirements of this Solicitation. Failure to submit the required number of copies may deem the contractor non-responsive.

The electronic version shall be an EXACT reproduction of any original documents provided. All sections shall be combined into a single electronic document.

TABLE OF CONTENTS: Responses must be organized and submitted per the following format:
i.e. Section number, Requirement, Page number, etc.

- For all the following sections, submit documentation as requested for each item.
- Please do not include sales materials. Information submitted should be developed to best represent criteria for each evaluation item.

SECTION 1 - COMPANY INFORMATION & EXECUTIVE SUMMARY

- 1) On the first page, provide company information to include company name and required local (Denver Metro area) company office address as well as name, position title, e-mail and direct telephone number for the person submitting the proposal and the same for the person authorized to contract on behalf of the company.
- 2) Profile of the Firm – State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
 - a. Size of the Firm and size of local office (if applicable)
 - b. Location of the office, where the work on this engagement is to be performed
 - c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
 - d. Number and nature of staff to be assigned to this project on a part-time basis.
 - e. Identify the supervisory and management staff who will be assigned to the engagement.
 - f. Identify the points that make your firm uniquely qualified for this engagement.
 - g. Provide resumes for each person that will be assigned to this engagement.
- 3) Itemize any substantiated complaints against the firm in the last 3 years and any outstanding litigation.

SECTION 2 - SIGNATURE FORMS AND REQUIRED DOCUMENTATION

- 1) Completed RFP Cover Sheet
- 2) Completed RFP Submission Form
- 3) Local Office
- 4) Responses to Supplemental Questions
- 5) Bid Bond Guarantee of 5%
- 6) Completed Form W-9
- 7) Executed addendum(s)

The Evaluation Committee will score Responses based on the following criteria:

1. QUALIFICATIONS AND RELATIVE EXPERIENCE OF FIRM AND SPECIFIC INDIVIDUALS WHO WILL BE ASSIGNED TO THE PROJECT

- List Three (3) similar projects completed by the firm. Include size and type of facility, brief description of project and environment in which completed, original project budget and final project cost. If the project was more than 5% over budget, indicate reason(s) for overage.
- Team Members and Resumes of staff who will be assigned to this project.
- Provide information on similar projects in similar environments performed by the proposed people. Include information on size and type of facility and their performance on these projects in terms of time, budget and provision of deliverables.
- List qualifications of any subcontractors (if known).
- Proposed Project Manager and Superintendent for the project and experience.
- If not included in the examples above, provide examples of 2 projects of similar scope and nature undertaken under a CM/GC approach. For each, provide a brief description of the size and type of facility, the approximate square footage of the construction area(s) and estimated project cost vs actual project at 50% of CD.

2. PROJECT APPROACH AND SCHEDULE

- Approach to this project
 - a. How will your firm approach the project and each user group and ensure that their operational needs are met?
 - b. Include a brief narrative of the procedures to be used for this project being sure to include the methods and procedures that might set your firm apart from other contractors for the completion of this work.

- Project Schedule
 - a. Methodology, scheduling and time control. Provide a detailed description and methods utilized by your firm to ensure the project is completed in a timely fashion so as not to delay the entire project.
 - b. Provide a sample timeline for construction of the project (assuming permits issued and theoretical start date of May 1) based on the conceptual drawings provided with this solicitation, listing major milestones and work packages. Separately list key assumptions made in development of the timeline. For the purposes of this response, assume that all construction is conducted in a single phase and the impacted space is unoccupied at the time of the construction.

3. RESPONSES TO SUPPLEMENTAL QUESTIONS

- a. Provide responses to the supplemental questions itemized in Appendix A:

4. FEE PROPOSAL

- Provide General Conditions Cost Breakdown per month
- Provide Bond rate and Bonding Capacity
- Provide Overhead and Profit Fee Percentage
- Indicate Change Order Markup Fee Percentage (maximum of 10%)

5. ATTACHMENTS

- Any required documents requested by this solicitation

SUBMISSION:

Does your Response comply with all the terms and conditions of this Solicitation? **YES / NO**
If no, indicate exceptions.

Does your Response provide proposed revisions to the Terms and Conditions of the attached Sample Agreement for Services? If yes, indicate exceptions. **YES / NO**

Does your Response meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions. **YES / NO**

Requirements met and response included? **YES / NO**
Failure to provide required information may deem your submittal non-responsive.

- Three (3) Years in business
- Local Office located within 50 miles of Fremont County
- Bid Bond Guaranty of 5%
- Appendix A – Supplemental Questions

May any other governmental entity avail itself of this contract and purchase any and all items specified? **YES / NO**

HAVE ALL ADDENDUMS BEEN ACKNOWLEDGED & ENCLOSED **YES / NO**

ORIGINAL AND NUMBER OF COPIES REQUESTED ENCLOSED **YES / NO**

HAS A DULY AUTHORIZED AGENT OF THE CONTRACTOR SIGNED THE COVER SHEET IN BLUE INK **YES / NO**

State percentage of prompt payment discount, if offered. _____ %

Fremont County must have on file a completed W-9 prior to doing business with contractors. Please submit this form with your response.

APPENDIX A – SUPPLEMENTAL QUESTIONS

Please provide responses to the following supplemental questions on a separate page:

- a. Given the expectation that design will be completed to 95% CD by the time the CM/GC contract is executed, what specialized knowledge, collaborations, partnerships and/or information will your team bring to the preconstruction phase that will help the county to maintain its standard for Courtroom design and construction while controlling costs?
- b. Specifically what preconstruction services do you propose for this project based on that level of project development before you become involved?
- c. The project will be conducted in an area that adjoins a working Courthouse and will require efforts to minimize interruption to official Court operations. What sequence of operations and working schedule would you propose to minimize interruption to operations?
- d. Provide your Workers' Compensation EMR record for the past five years.
- e. County has very high standards for performance of work in its facilities and is particularly concerned with the quality of MEP implementation and the supervision of that implementation by the CM/GC. If selected for this project, what steps will your project supervision team take to ensure that best practices are upheld, that all items are properly completed and that the County will have a minimal MEP punch list?
- f. What is your process if you notice something questionable on the plans or in plan vs actual during construction? How will you proceed?
- g. At the time that sub work is bid the county would like to have the ability to review the final bid tabulations for all of the subcontractors. Does this pose a conflict for you?
- h. In the past two years what percentage of your CM/GC contracts were over budget? Please indicate primary cause of over-budget status in each case.
- i. What is your standard process for handling warranty requests during the required one-year warranty period?