



## Request for Construction Manager – General Contractor

For



**PROPOSALS DUE THURSDAY OCTOBER 20<sup>TH</sup>, 2022 – 5:00 PM MST**

**Submit 2 hard copies & 1 electronic copy to:**

Mr. Jeremy Carroll  
Marillac Health  
2333 N. 6<sup>th</sup> Street  
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Published Date: September 21<sup>st</sup>, 2022

### *1.0 Project Scope:*

Marillac Health (MH) is requesting a proposal for Construction Manager – General Contractor (CMGC) services for the construction of a new integrated healthcare facility at TBD D ½ Road, Clifton, Colorado, “the project”. Chamberlin Architects have been retained as an architect and is completing the Design Development Phase.

MH is an independent, Colorado non-profit organization (501c3) that delivers high quality, accessible primary care, dental care and behavioral health care and is the health care home to over 12,000+ patients. Our mission is to provide a wide scope of primary health care services to all Mesa County residents regardless of income or insurance status.

A local Board of Directors governs MH and the majority of its members are patients/consumers of services at MH. The Board is responsible for setting the direction of the organization and overseeing management’s implementation of MH’s strategic plan, goals, objectives and to live out MH’s core values:

- Collaboration: We work together with our patients, peers and partners to improve the health of our community.
- Compassion: We serve others with kindness and sensitivity.
- Excellence: We deliver outstanding care and service.
- Inclusiveness: We value diversity and treat every person with dignity and respect.
- Integrity: We are consistently trustworthy and dependable.
- Stewardship: We are careful and responsible with our resources.

### *2.0 Project Description:*

MH seeks qualifications and proposals from qualified CMGCs to: (i) provide pre-construction services (cost estimates, value-engineering guidance, ensure cost goals are achieved, competitively bid all work on the project); (ii) provide construction services (construct building in accordance to construction design documents, responsible for budget, meet construction timeline); (iii) provide closeout services; and (iv) provide building construction management.

Ultimately, MH aims to elevate its delivery of client care by providing a highly functional, aesthetically pleasing, constructible and cost-effective facility. MH expects to lower Project delivery costs by taking advantage of expedited design, engineering and construction made possible through partnering with a GCMP. MH prioritized delivery approaches that utilize “Lean Design and Construction” to provide “real-time” pricing and maintain an aggressive Project delivery schedule.

Well-qualified CMGCs will demonstrate prior experience in integrated healthcare setting and will be seasoned at delivering a final construction project that reflects current integrated care models and advanced clinical technology. MH values innovative design and construction approaches that provide cost efficiencies while optimizing functionality and aesthetics. MH considers energy efficiency and lifecycle cost to be important considerations in design and system performance. Proposed Project fit-out is included as Attachment A; and updated floor plans as Attachment B (collectively, the “Existing Materials”).

#### **Qualifications:**

Respondents must be authorized to do business in Colorado and have and maintain the requisite

registrations, certifications, and licensure to perform as contemplated and must have maintained an office and performed the duties required continuously in Colorado. Respondents must be able to produce evidence that they have an established satisfactory record of performance for a minimum of 5 years and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily perform if awarded a contract. MH reserves the right, before awarding any contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it (including, but not limited to, the financial, technical, and other qualifications and abilities of the bidder, including past performance) in making a decision in the best interest of MH.

### *2.1 Scope of Services*

The Construction Manager/General Contractor's scope of work will generally consist of the following, in addition to the terms of a modified AIA A133 Agreement between Owner and Construction Manager, and as Constructor and a modified AIA A201 General Conditions:

1. General
  - a. Regularly attend Owner, Architect and Construction Manager/General Contractor Team meetings during all phases of design and construction
  - b. Promote the use of local labor and resources at all available opportunities
2. Preconstruction
  - a. Provide milestone cost estimate update at 100% CD
  - b. Perform interim pricing exercises for alternate design solutions, as required
  - c. Provide on-going value engineering guidance to the team
  - d. Competitively bid all work on the project
  - e. Agree to execute a final GMP at 100% CD
  - f. Conduct a GMP process in a completely fair and transparent manner
  - g. Candidate must demonstrate commitment to and ability to include local subcontractors to obtain as many local bids on the project as possible while maintaining competitive pricing
  - h. Work closely with Owner and Architect as a member of the Team to establish the project schedule, and provide regular updates as follows:
    - Schedule to include phase durations
    - Identify long lead items and critical path tasks
    - Evaluate site constraints, phasing, regulatory requirements, material and equipment deliveries, and workforce availability
  - i. Review the documents for constructability and prepare a formal list of comments to be reviewed and coordinated with the Team
    - The sequence of construction, efficient use of materials and labor, and construction sequencing are all to be considered in this review
  - j. On an on-going basis, make recommendations to the Team regarding documentation and detailing
3. Construction
  - a. Construct the work according to the construction documents and specifications within the scheduled timeframe agreed to with the Team
  - b. Maintain all relevant project archive records on behalf of the Owner such as meeting minutes, as-built drawings, specifications, submittals, RFI's, schedules and inspection reports
  - c. Prepare pay applications in accordance with contract requirements and break

- out billings by specific scopes of work and/or by buildings, if requested by the Owner, to accommodate the Owner’s accounting system and possible multiple streams of revenue
- d. Deliver a finished project with the highest quality workmanship
- e. Maintain and be responsible for the project schedule with weekly updates for the Team
- f. Be responsible for the construction budget and communicate budget status to the Team on a regular basis
- g. Be proactive throughout the construction to minimize punch list work at substantial completion
- 4. Closeout Services
  - a. Provide warranty and closeout assistance as commonly required in the AIA contract documents.

### 3.0 Selection Process

#### 3.1 Anticipated Selection Schedule

<b>September 21</b>	RFP Issued
<b>October 5</b>	Deadline for questions
<b>October 20</b>	<b>Submittals Due</b>
<b>October 26</b>	Notify Shortlisted Candidates
<b>October 29 &amp; 30</b>	Interviews with Shortlisted Candidates
<b>November 5</b>	Final Selection Notification and Contract Negotiations

#### 3.2 Submittal Requirements

Qualification submittals will be scored by a selection committee based on the criteria identified below. The most qualified candidates will be short-listed and invited to provide fee & general conditions proposals as well as participate in an interview with the selection committee.

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

**1. Cover Letter:**

- A. Please provide a brief (two-page maximum) introduction outlining why your firm would be the best value to the Owner and what differentiates your firm from the competition

**2. Firm Qualifications (5 Points):**

- A. 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)

- B. Provide an Acord Format Insurance Certificate clearly listing all coverage limits typically carried by your firm
- C. Provide your firm's Interstate Experience Modification Rate for Workmen's Compensation Insurance used by your insurance carrier
- D. Provide your firm's subcontractor pre-qualification criteria and process

**3. Past Project Experience and References (25 Points):**

- A. Provide three (3) to five (5) examples of similar projects, completed by your proposed team members, which demonstrate 'relative experience' as defined below. In no more than one (1) page per project, document the general scope of work, how it is relevant experience, start and completion, total project costs, and contact information (if applicable)
  - i. Note: The selection committee will analyze the 'relative experience' of the firm and the specific personnel committed to this project
  - ii. The Owner's perception of 'relative experience' includes a combination of the following factors:
    - a. Experience with the CMGC delivery method (looking for seamless transition from preconstruction activities to construction activities)
    - b. Complex cost estimating (tracking multiple pots of money, multiple sub- projects, alternates, tracking cost of local sub labor vs. non-local, tracking in-kind donations)
    - c. Working through a highly collaborative process
- B. Provide a list of 3-5 references including a mixture of Owners, Architects, and Subcontractors, for projects completed or in progress within the last five (5) years

**4. High Performance / Sustainability Expertise (5 Points):**

- A. In two (2) pages, or less, describe your understanding/experience/expertise with constructing a high performing project, as well as satisfying the long-term operational and maintenance constraints. Include the project experience of key individuals from your firm that will be working on this project

**5. Firm Personnel (20 Points):**

- A. Identify the project team members that you propose and include:
  - 1. Proposed Role
  - 2. Current Resume (including references)
  - 3. List of relevant projects (as defined above) completed by this individual
  - 4. Clearly state other commitments of this individual throughout the project duration
- B. Provide a description of the project team organizational structure, clearly identifying team member's roles and responsibilities for each project phase
- C. Any changes to the proposed team members during the project must first be approved by the Owner

**6. Cost Estimate (20 Points):**

- A. Provide a sample cost estimate from a project completed, in-progress, or fictional that demonstrates your estimating format
- B. The selection committee will analyze the sample cost estimate based on the following criteria:
  - i. Demonstration of the ability to track multiple sub-projects

- ii. Demonstration of the ability to track multiple alternates
- iii. Demonstration of the ability to compare current estimate iteration to previous iterations to analyze deltas as the project progresses
- iv. Detailed yet simple to comprehend

**7. Schedule (10 Points):**

- A. Provide a proposed schedule for the project in PDF format and clearly identify all preconstruction & construction activities including submittal reviews, project buy-out, as well as discrete milestones for proposed Notice to Proceed, sub-project turnover, Substantial Completion, and Final Completion of project
- B. The selection committee will analyze the proposed schedule based on the level of detail, economies, and appropriateness of durations and sequencing of activities

**8. Project Approach (15 Points):**

- A. Include a brief narrative (four page maximum) outlining:
  - 1. Your firm's experience and approach with CM/GC projects
  - 2. How your team proposes to be an invaluable resource throughout preconstruction
  - 3. How your team proposes to facilitate seamless transition from preconstruction to construction, to guarantee the information and understanding rendered during preconstruction meetings is present during construction
  - 4. How your team proposed to engage the local subcontracting community while keeping the selection processes fair and economically advantageous to the Owner.

**TOTAL – 100 Points**

#### 4.0 Owner Selection and Contracting Provisions

**4.1 Right to Reject any and All Proposals** – Failure of the candidate to provide any information requested in the RFP may result in the disqualification of the submitted proposal. Owner reserves the right to select any or reject any and all submissions in its best interest. The Owner also reserves the right to pre-qualify any or all proposers or reject any or all proposers as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. Likewise, the Owner also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful candidate.

**4.2 Insurance Requirements** - The General Contractor shall take out and maintain at the General Contractor's own expense the following minimum limits of insurance:

- A. Commercial General Liability:
  - a. [\$2,000,000] combined single limit
  - b. [\$4,000,000] aggregate
  - c. [\$1,000,000] Umbrella
- B. Automobile Liability:
  - a. [2,000,000] each accident combined Bodily Injury and Property Damage Liability insurance.

- C. Workers' Compensation and Employer's Liability:
  - a. Workers' Compensation limits as required by the State of Colorado
  - b. Employer's liability limits of [\$1,000,000] per accident.
- D. General Contractor shall provide endorsements listing Owner and Architect as additional insured.
- E. The consultant and their insurance carrier(s) shall agree to a Waiver of Subrogation.
- F. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after 30-days prior written notice has been given to the Owner.
- G. The General Contractor shall provide Certificates in ACORD Format and all renewal notices for each insurance policy required by this clause to the Owner in a timely and proactive manner. Failure of the Owner to receive such certificates and renewal notices shall grant the Owner the right to take remedial action as required protecting its interests.

**4.3 Hazardous Material** - The General Contractor agrees to indemnify and hold the Owner and Consultants harmless for any release or disposal of any kind of toxic wastes or hazardous material, or any violation of any law or regulation of the Environmental Protection Agency or Colorado Department of Health and Environment which is caused, in whole or in part by the General Contractor or any of the General Contractor's subcontractors.

**4.4 Subcontractors** - The General Contractor will be required to establish to the satisfaction of the Owner the reliability and responsibility of all proposed subcontractors and suppliers. Prior to the award of the Contract, the Owner will notify the General Contractor in writing if there is a reasonable objection to any such proposed subcontractor. In this event, the General Contractor may, at his option, (1) demonstrate to the satisfaction of the Owner that its objection is unreasonable, or (2) submit a substitute acceptable to the Owner with an adjustment in the proposal to cover any difference in cost. The Owner may, at its discretion, accept the adjusted proposal.

**4.5 Verification of Information** - Candidates are hereby notified that the Owner will rely on the accuracy and completeness of all information provided in making its selection. As such, candidates are urged to carefully review all information provided to ensure clarity, accuracy and completeness of such information. As the Owner deems necessary and appropriate in its sole discretion, the Owner reserves the right to make any inquiries or other follow up required to verify the information provided. The Owner reserves the right to select any or reject any and all submissions in their best interest.

**4.6 Disclosure of Information** - Candidates are urged to consider disclosure requirements and any other exceptions to disclosure of information furnished by another party and, prior to submission to the Owner, appropriately identify materials, which are not subject to disclosure. In the event of a request by the Owner for disclosure of such information, the Owner shall advise the candidate of such request to give the candidate an opportunity to object to the disclosure of designated confidential materials furnished to the Owner.

**4.7 Discrimination in Employment** - In connection with the performance of work on this project, the selected Service Provider agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Service Provider further agrees to insert the foregoing provision in all subcontracts hereunder.

- 4.8 Applicable Laws** - This selection process and the performance of any selected shall be subject to, governed by and construed in accordance with applicable Federal Laws, the laws of the State of Colorado, and other applicable regulations as the same may be amended from time to time.
- 4.9 Cost of Developing Qualifications** - Any costs associated with developing qualifications, preparing for and attending an interview is the sole responsibility of the Service Provider. The Owner assumes no liability for any costs incurred throughout the entire selection process.
- 4.10 Qualification Ownership** - All qualifications, including attachments, supplementary materials, sketches, etc. shall become the property of the Owner and will not be returned to the candidate.
- 4.11 Addenda** - As the Owner may require, addenda may be issued to supplement this RFP. All candidates who are in receipt of the RFP are considered registered. The list of registered participants will be used to issue all communications regarding this RFP, including formal addenda and date changes. It shall be conclusively presumed that each candidate submitting a response has received all subsequent communications relating to the project. Candidates will be responsible for all such information issued by this method.
- 4.12 Assignment** - The successful candidate is prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of Owner.

**Questions:**

Direct all questions via email to Jeremy Carroll at: [jeremy.carroll@marillachealth.org](mailto:jeremy.carroll@marillachealth.org)

**END OF REQUEST FOR PROPOSAL**