



REQUEST FOR PROPOSAL

CONSTRUCTION MANAGER GENERAL CONTRACTOR (CM/GC) SERVICES

for

POLICE CRIME LABORATORY

CONTRACT NO. CE91262
PROJECT NUMBER GI81108_111

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**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
NOTICE OF REQUEST FOR PROPOSALS**

**Construction Management General Contractor Services for the Denver Police Crime Laboratory
CE91262**

Project No. GI81108_111

The Department of Public Works, City and County of Denver, has issued a Request for Proposals (the "RFP") for Construction Management General Contractor services for the project named above. RFP documents are available at: www.denvergov.org/DPW_Contract_Admin. Anyone who downloads the RFP document should register with toni.green@denvergov.org to be added to the plan holder's list for this project.

Printed Responses are due at 11:00 a.m. MST July 28, 2009, delivered to Public Works Finance and Administration, Attn: Toni Green, 201 W. Colfax, Ste. 614, Denver, CO 80202.

A Pre-Proposal Meeting will be held at 2:00 pm. MST July 9, 2009, in Conference Room_4.G.2, Webb Building, 201 West Colfax Avenue, Denver, CO 80202. Interested firms are encouraged to attend. Proposers are responsible for any information conveyed at this meeting.

General Statement of Work: The new Denver Police Crime Laboratory will be roughly a 60,000 GSF building to replace the existing Crime Lab facilities. It will be located on the existing parking lot at the southeast corner of Delaware St. and 14th Avenue, at the existing Denver Police campus. It is anticipated that there may be up to 4 above-ground levels and possibly two underground levels. Portions of the underground levels may be dedicated to parking as well as the secure storage. Ultimate configuration of the building will depend upon the reprogramming effort necessary to achieve the maximum possible facility for the \$21M construction budget allocated by the Bond Issue for this Project.

The Project goal of 24% Minority and Women Business Enterprise (M/WBE) Participation must be met with certified participants as set forth in Section 28-65, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-67 D.R.M.C. For compliance with good faith requirements under Section 28-67(b), **the M/WBE percentage solicitation level required for this project is 100 %.**

Prequalification Requirements: Each proposer must be pre-qualified in the Work Category of **BUILDINGS – 7a General** with a Financial Limit of Twenty Five Million (\$25,000,000). Each proposer must have submitted a prequalification application a minimum of seven (10) calendar days prior to the bid opening date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 West Colfax Avenue, Department 506, Denver, Colorado 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification or call 720-865-2539 for prequalification information ONLY.

Prevailing Wage: Contracts for construction, reconstruction, and remodeling are subject to the City prevailing wage rate requirements established pursuant to Section 20-76, D.R.M.C.

As the City's best interests may appear, the Manager of Public Works reserves the right to waive informalities in, and to reject any or all, proposals.

Publication Dates: June 30, July 1, and July 2, 2009
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**REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGER GENERAL CONTRACTOR (CM/GC) SERVICES
FOR THE POLICE CRIME LABORATORY**

**CONTRACT NO. CE91262
PROJECT NUMBER: GI81108_111**

Section 1 – Invitation to Submit Qualifications:

By issuance of this Request for Proposal (“RFP”), the City and County of Denver, acting through the Manager of Public Works, invites all qualified CM/GC’s to submit its proposal on the above referenced Project, as generally described in the Project general Description. After review of the submitted Proposal, interviews may be conducted with CM/GC Contractors by a selection committee. Upon completion of the interviews, a firm will be selected to provide Pre-Construction and most likely construction services for the Project. If the City fails to negotiate a GMP it reserves the right to terminate this CM/GC or procure construction services via alternate methods.

In making its selection, the selection committee will focus on the experience and qualifications of the company, the specific qualifications of key individuals to be assigned to this Project, and prior history of similar performance of each submitting company, and the Proposal.

As provided for in the City Charter and Section 20-56 of the Denver Revised Municipal Code (the “D.R.M.C.”), the manager of Public Works reserves the right to terminate, suspend or modify this selection process at any time; reject any and all proposals at any time; and waive any informalities, irregularities or omissions in proposals at any time, all as the best interests of the City may appear.

Section 2 – Tentative Project Schedule:

June 30, 2009 through July 2, 2009	Advertise RFP for CM/GC
Thursday, July 9, 2009 2:00 P.M. MDT	Pre-proposal Meeting Webb. Bldg. Conference Room 4.G.2
Thursday, July 16, 2009 3:00 P.M. MDT	Deadline for Submitting Questions
Tuesday, July 28, 2009 11:00 A.M. MDT	Responses to CM/GC’s RFP due
Tuesday, August 11, 2009	Tentative CM/GC Interviews
October 22, 2009	Anticipated NTP for Preconstruction Services
July 15, 2010	Anticipated NTP for Construction Services

Note: All dates are preliminary and are subject to change.

Section 3 – Project General Description:

The new Denver Police Crime Laboratory will be roughly a 60,000 GSF building to replace the existing Crime Lab facilities. It will be located on the existing parking lot at the southeast corner of Delaware St. and 14th Avenue, at the existing Denver Police campus. It is anticipated that there may be up to 4 above-ground levels and possibly two underground levels. Portions of the underground levels may be dedicated to parking as well as the secure storage. Ultimate configuration of the building will depend upon the

reprogramming effort necessary to achieve the maximum possible facility for the \$21M construction budget allocated by the Bond Issue for this Project.

The facility will have to be secure with good access control and very little public access (controlled public spaces in select areas as well as some evidence review by defense attorneys in selected rooms). There will be areas that handle hazardous materials (labs with chemical and biological fume hoods and fuming cabinets, etc.). There will be indoor weapons firing for ballistic investigations. The facility will be planned for a staff projection of approximately 74 full time personnel. Administrative offices and other spaces to support the crime lab elements will also be a part of the scope of the new building.

The facility will be designed by a collaboration of the Denver and Phoenix offices of Durrant Group, partnering with the Phoenix office of The Smith Group.

Currently, the Crime Laboratory is located on the 6th floor of the Police Administration Building (PAB) which has an area of 19,809 GSF. The Crime Laboratory Bureau consists of seven Units: Crime Scene Investigations Unit (CSU), Forensic Biology/DNA Unit, Firearms Unit, Photography Unit, Forensic Chemistry Unit, Trace Evidence Unit and Latent Print Unit.

The Police Crime Laboratory project is to be a new building constructed adjacent to the Police Administration Building at 1331 Cherokee Street. Specifically, in the existing parking lot located at the southeast corner of Delaware Street and W. 14th Avenue. The available footprint is approximately 150 feet x 176 feet and the new building is anticipated to be roughly 60,000 GSF.

Site Location; The project site is at the existing parking lot north of the Police Administration Building at 1331 Cherokee Street, Denver, CO 80204. A site map denoting the approximate location is included as Attachment 5 of this RFP.

LEED

Per City and County of Denver Executive Order No. 123, the Police Crime Laboratory shall at a minimum achieve LEED-NC (New Construction) Silver Certification, and Energy Star status.

Department of Cultural Affairs

Denver's Public Art dictates that any capital improvement project with a construction and design budget over \$1 million qualifies for inclusion in the Public Art Program. This project has qualified for Public Art; consequently 1% of the construction budget will be set aside for artwork at the site. The public art funds and art selection process are administered by the Denver Office of Cultural Affairs (DOCA) but the design team and contractors selected for this project may collaborate with DOCA on the public art process.

WAGE RATE REQUIREMENTS

In preparing any proposal hereunder, the Contractor must comply with and should carefully consider all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

At the time of the preparation of this RFP, the then-current prevailing wage rates applicable to this Project shall be included and made available to potential proposers for the Project. If, more than ten (10) days prior to the actual date of proposal due date, the Career Service Board determines that prevailing wages rates different from those provided are applicable to one or more of the various classes of laborers, mechanics and workers encompassed by this Project, such different prevailing wage rates shall be provided in an addendum. If different prevailing wage rates are determined by the Career Service Board ten (10) or less days prior to the actual date of proposal due date, the City will determine on a case by

case basis in its sole discretion whether such different prevailing wage rates are to be included in an addendum. In conjunction with such determination, the City may elect, in its sole discretion, to postpone the date the proposal is due on the Project. In any event, the bidder will be held, at the actual due date of the proposal, to those prevailing wage rates incorporated into the RFP documents and as modified by any such addenda.

These prevailing wage rates shall be considered the minimum City prevailing wage rates to be paid by all contractors or subcontractors for a period not to exceed one (1) year from the date of the Contract. Increases in prevailing wages subsequent to the date of the Contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the Contract. The minimum City prevailing wage rate for any such subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of the contract which begins such subsequent period. In no event shall any increases in prevailing wages over the amounts thereof as stated in such Technical Specifications and addenda thereto result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the City. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one year (1) shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceeds one (1) year shall not be effective except on the yearly anniversary date of the contract.

Section 4 – Project General Description:

Each respondent must comply with the submission requirements as outlined below. Proposals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that respondent or the respondent's proposals by the City. **Please submit eight (8) copies of your Proposal).**

PART ONE:

1. **Letter of Transmittal.** Clearly indicate the single contact (principal-in-charge), mailing address, telephone and facsimile numbers.
2. Firm Profile.
3. Total value of all projects completed during each of the years 2006, 2007, 2008, 2009. Total value of all work currently under contract to your company, with estimated completion dates.
4. Identification of all projects completed in the past three years with construction values of over \$20M.
5. Identification of similar projects completed during the past 5 years by your company. Please provide at a minimum, the following information:
 - o Project Name
 - o Project Location
 - o Client/Owner contact with telephone number
 - o Owner's Representative contact with telephone number
 - o Architect contact with telephone number
 - o Floor Area (gross square feet)
 - o Other descriptive information that may be relevant to the project
 - o Construction Start and Completion Dates
 - o Construction Cost
 - o Method of Award of Construction Contract

- Competitive Bidding
 - GMP Negotiation
 - Design/Build
 - o Dollar Value of Change Orders or other “adjustments” to the Original Contract amount
 - o Original contractual schedule duration and actual schedule to completion.
6. Resumes for your proposed Project Manager, Preconstruction Manager/Estimator, and Project Superintendent with descriptions of their roles on past projects, if any; and a statement of length of time employed with your company.
 7. Describe approach to cost estimating, value analysis, and life cycle cost analysis
 8. Describe any experience and track record with the Designer of Record Durrant/Smith Group
 9. Identify any previous work for the City and County of Denver including any contracts with the City and County of Denver executed within the 24 months prior to proposed submission.

PART TWO:

A. GENERAL SCOPE OF CM/GC SERVICES

The CM/GC's services during the Pre-Construction Services include, but are not limited to, cost estimating, value engineering, scheduling, logistical planning, constructability analysis, bid package administration, bidding of trade contracts, and the submittal of a Guaranteed Maximum Price (GMP) proposal for the construction work.

The CM/GC's services during the Construction Services phase include, but are not limited to, construction management, administration, field supervision, coordinating subcontractors, maintaining quality, meeting schedules and providing the general conditions work for the Project.

Generally, all trade contracts shall be competitively bid and assigned to the CM/GC's contract; however, when circumstances warrant it, the CM/GC will be allowed to self-perform work that it traditionally performs with its own forces. This work shall be competitively bid by the GC against other contractors performing the same scope of work.

The CM/GC shall implement and maintain a project controls system with full access to the project information by all project stake holders.

B. PRE-CONSTRUCTION SERVICES FIXED FEE

The CM/GC shall participate in the continuing design process as an integral member of the Project Team and shall perform Pre-Construction services that, in general, shall include but not be limited to the following:

- (a) Attend all necessary work sessions with the Owner and Architect Team to gather and distribute information on the Project as required. It is anticipated that attendance of one (1) two hour work session, every other week for the duration of the pre-construction period would be required.
- (b) In conjunction with the Owner, immediately identify the Project requirements and prepare a total Project Budget that properly allocates construction costs and "soft" costs for the various elements of the work intended for the Project.
- (c) Develop and continue to refine a comprehensive Project Schedule. Identify, set decision dates, and make recommendations to the Owner and the Architect on procurement of long-lead delivery items. Update and monitor the Project Schedule with the Owner and the Architect regularly to identify deviations and changes.

- (d) Provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to the Owner. Conduct formal value engineering work sessions with the Owner and the Architect, and recommend design detail alternatives.
- (e) Prepare and monitor estimates of the construction cost during each of the design phases based on detailed quantity surveys of the Drawings and Specifications. Advise the Owner and the Architect if it appears that the construction budget will not be met, and make recommendations for corrective action. Prepare and update with each cost estimate a reconciliation report comparing the previous cost estimate, the current cost estimate, the Architect's cost estimate and the approved budget. Provide a narrative of the changes made from the previous versions and accompanied with an updated construction billing and cash flow forecast. Provide this service at each design milestone: Schematic Design (30% CDs), Design Development (60% CDs); Permit Drawings (90%CDs) and Construction Drawings (100% CDs).
- (f) Review the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and consistency with local and traditional trade practice.
- (g) Review the proposed design concepts, layouts, dimensions, clearances and advise the Owner and Architect of possible conflicts of the M/E/P building systems with the adjacent structure and finishes.
- (h) Recommend a strategy for bid packaging the drawings and specifications relative to the Project approach and other pertinent considerations. Administrate the various bid packages for the Project.
- (i) Recommend and prequalify subcontractors and contract suppliers to develop a bidder's list for review and approval by the Owner and the Architect. It is the Owner's policy that only prequalified subcontractors and suppliers shall be invited to bid on various procurement packages on the Project and, further, that awards are then based upon the lowest responsible and conforming bids received. All subcontractor and contract supplier bids shall be opened in the presence of the Owner and the Architect.
- (j) Prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety for review and approval by the Owner and Architect.
- (k) Prepare and submit a final Guaranteed Maximum Price (GMP) proposal for the Owner's optional acceptance reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by the Owner and shall include estimated quantities and values justified by the CM/GC.
- (l) Identify and submit proposals for long lead items for direct purchase by the Owner.
- (m) The CM/GC's proposed "self-performed work" shall be documented in the GMP Proposal with a detailed, quantified and unit priced cost estimate.
- (n) Assist the Owner and the architect as necessary in interfacing with the Building Department and other authorities having jurisdiction over the Project in order to obtain the building permit(s) on a timely basis for the construction activities.

- (o) The Pre-Construction Services Fixed Fee shall be stated on the CM/GC Fee Proposal Form (“RFP Exhibit B”, Item 1) and shall include, as a minimum, the preceding scope of required Pre-Construction Services (Items B. (a) through B. (o) and/or as identified in RFP Exhibit “A” CM/GC Fee Structure.

In the event the Project or the CM/GC’s services are cancelled for any reason whatsoever, the CM/GC shall be reimbursed for actual verifiable costs incurred during preconstruction phase services up to the amount stated in the Fee Proposal.

C. CONSTRUCTION SERVICES FEE

The CM/GC’s Construction Services Fixed Fee shall be based in strict accordance with the attached eight (8) page document (“**RFP Exhibit A**”) entitled “CM/GC FEE STRUCTURE.” This document shall be attached to the formal Contract Agreement and identified as “**RFP Exhibit A**.” All items checked in the second column identified as “CM/GC Basic Fee” shall be included without exception in Construction Services Fixed Fee.

It is specifically intended that all General Conditions costs, field overhead costs, and CM/GC’s overhead and profit margin shall be included in the Construction Services Fixed Fee. All General Conditions and General Requirements for the Project shall be provided and performed by the CM/GC. Fee shall include all costs associated with contract close-out and warranty period of one (1) year(s). Assigning any of these costs to Divisions 2 through 16 direct costs is not acceptable. Cost reimbursement will not be allowed for General Conditions or General Requirements unless specifically provided in the “CM/GC FEE STRUCTURE.” The Construction Services Fixed Fee shall be stated on the CM/GC Fee & Proposal Form (“**RFP Exhibit B**”, Item 2).

The Construction Services Fixed Fee will not be subject to reduction by design refinement, value engineering, procurement and construction efforts. However, abandonment or a significant reduction in the scope or magnitude of the Project would result in a negotiated reduction of the Fee.

D. COST SAVINGS

To the extent the actual cost of the work may be reduced through the course of the design refinement, Procurement and Construction, the reduction in cost shall revert entirely to the benefit of the Owner. There shall be no “shared savings” compensation to the CM/GC.

E. CONSTRUCTION CHANGE ORDER MARK-UP

For Owner directed changes to the scope of work, the CM/GC shall propose a Percentage Fee for additive change orders to the Guaranteed Maximum Price (GMP) Contract amount. Deductive change orders will be credited only the cost of the work. The Construction Change Order Mark-up shall be stated on the CM/GC Fee Proposal Form (“**RFP Exhibit B**”, Item 4), and shall include all general conditions and general requirements, permits and fees

Specify on the CM/GC Fee & Schedule Proposal Form (“**RFP Exhibit B**”, Item 5), the direct cost “free zone” dollar amount (if any) on Owner directed changes for which CM/GC change order mark-up would be exempt.

F. SCHEDULE

The final project schedule is not certain at this time; however, it is the City's intent to provide Notice to Proceed for Pre-construction Services by October 22, 2009. Notice to Proceed for Construction Services is anticipated by July 15, 2010.

G. BIDDING & CONSTRUCTION CONTINGENCY

The CM/GC's contingency shall be used to cover costs of unforeseen job conditions, omissions of the estimate (with the exception of subcontracted work), and discrepancies between subcontractor and supplier scopes of work, which are properly reimbursable as Cost of the Work but are not the basis for a change order. The CM/GC's contingency shall be used with the Architect and Owner's concurrence only, which shall not be unreasonably withheld. Requests for the use of the contingency shall be submitted by the CM/GC within thirty (30) days of the event that caused such Cost of Work to be incurred, or as soon as the need is apparent. The CM/GC's contingency shall not be used for repairing or replacement of the Work due to the CM/GC's negligence. The balance of the CM/GC's Contingency which has not been expended for the Project according to the procedures set forth herein shall be refunded entirely to the benefit of the Owner, upon final invoicing. The CM/GC shall also provide the Architect and Owner documented status of the contingency amount on a monthly basis with each payment application.

Specify on the CM/GC Fee Proposal Form ("**RFP Exhibit B**", Item 7), the percentage rate for contingency that you propose to be applied to your Guaranteed Maximum Price.

H. ADDITIONAL PROPOSAL RESPONSE REQUIREMENTS

- a) Provide an organization chart graphically indicating how your firm would staff and structure the proposed team (both in the field and in the office) during the Pre-Construction and Construction phases.
- (a) Specify on the CM/GC Fee Proposal Form ("**RFP Exhibit B**", Item 8), the percentage rate that you propose for umbrella and general liability insurance.
- (b) Specify on the CM/GC Fee Proposal Form ("**RFP Exhibit B**", Item 9), the percentage rate that you propose for builder's risk insurance.
- (c) Specify on the CM/GC Fee Proposal Form ("**RFP Exhibit B**", Item 10), the percentage rate that you propose for performance and payment bond.
- (d) Provide a list of the scopes of work that you propose to perform with your own forces on this Project. Disclose and explain any additional mark-up for overhead, profit, fee or other margin you would propose or commonly apply to self-performed labor and materials. Specify this mark-up on the CM/GC Fee Proposal Form ("**RFP Exhibit B**", Item 11).
- (e) Indicate in your Proposal response how small tools, equipment rental or other similar costs in connection with the CM/GC's "self-performed work" are determined and are proposed to be billed to the Project.
- (f) Provide a detailed line-item cost breakdown of your proposed Construction Services Fixed Fee that clearly illustrates the intent of the CM/GC Fee Structure is entirely included and sufficient for the Project.
- (g) Provide change order markup percentages for self performed work and work performed by subcontractors. Identify each markup separately.
- (h) Describe how your firm proposes to provide electrical, mechanical, and fire protection expertise during the pre-construction phase of the project. Any additional compensation or

special consideration for provision of these services shall be identified and included in the CM/GC preconstruction fixed fee.

- (i) Furnish a Dun and Bradstreet Report including Dun and Bradstreet Rating.
- (j) Provide a letter from the contractor's Surety indicating available bonding capacity to support this project.
- (k) List of all current or pending litigation.
- (l) This program will require using Project Solve as an internet based project management system. List any experiences your company has with Project Solve in previous projects and indicate any compatibility issues your internal project management systems may have with Project Solve.

Section 5- Woman Business Enterprise / Minority Business Enterprise:

Contracts pertaining to City construction, reconstruction and remodeling projects are generally subject to the requirements of Article III, Division 1 and 3 of Chapter 28 of the Denver Revised Municipal Code (DRMC) and any Rules and Regulations adopted by the Director of the Division of Small Business Opportunity (DSBO) (collectively the "Ordinance"). The Ordinance generally provides for the adoption of a Minority/Women Business Enterprise (M/WBE) Goals Program ("the Program") to be administered by DSBO. Proposers are subject to all applicable provisions of the Program.

In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of **Twenty Four percent (24%)** established for this Project utilizing properly certified M/WBE subcontractors and suppliers. Section 28-60(b) provides that for contracts let by means of a competitive process, rather than a competitive bid process, a department head may require proposers to address the project goal by means of a compliance plan, as authorized by the Director. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved Compliance Plan.

The successful proposer must be prepared to submit a Compliance Plan after the conclusion of the solicitation process as a component of contract negotiations and award, as set forth in the *DSBO Rules and Regulations, effective February 13, 2008*, available at the following address:

http://www.milehigh.com/business/do-business/cei_ordinance

Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Proposer accepts their continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this project its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity ("DSBO"), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City's right to prior approval of Subcontractors, or substitutes therefore.

Section 6-General Information:

Colorado Open Records Act

Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, et. seq. Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. The Colorado Open Records Act provides that trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data furnished by any person to the City is not subject to disclosure in response to an open records request. City will notify the Submitter if a request is made for such information so that the Submitter may take any action it deems necessary to defend the request. The Submitter, not City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Submitter to be confidential and proprietary.

Discrimination in Employment:

In connection with the performance of work on this project, the selected contractor 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 contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

Applicable Laws:

This selection process and the performance of any selected contractor shall be subject to, governed by, and construed in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, written policies and Executive Orders of the City and County of Denver, as the same may be amended from time to time. Specifically, this process shall be governed by the provisions of the Charter and the provisions Section 20-56, D.R.M.C.

Verification of Information:

Applicants are hereby notified that the City will rely on the accuracy and completeness of all information provided in making its selection. As such, Applicants are urged to carefully review all information provided to ensure the clarity, accuracy and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow up required to verify the information provided.

Submission Ownership, Use and Rights:

The City reserves the option of retaining any or all of the materials and drawings submitted by the Proposers/Respondents to this RFP. Any unique or exclusive design concepts or features represented in the submission documents shall remain the property of the authoring Design Consultant. They may not be used by the City or other parties to design or construct any facility, in whole or in part, without the further agreement of, and compensation to, the authoring party.

Addenda:

As the City may require, addenda may be issued to supplement this RFP. Each Applicant shall provide the City with contact information for receipt of such addenda. Any applicant who downloads the RFP from www.denvergov.org/DPW_Contract_Admin, or otherwise obtains this document, must send an e-mail to toni.green@denvergov.org with the proposers contact information. It shall be conclusively presumed that the applicant did, before submitting a Response to the RFP read all addenda, posted decisions, and other items

Section 7 — Insurance and Bonding:

The selected Proposer for this Project shall be required to strictly comply with the Insurance and Indemnification requirements set forth in the Sample Agreements and all related Exhibits (CM/GC Sample Agreement and related Exhibits). The selected Contractor, and all sub contractor firms performing work or providing services for the Project will be required to obtain insurance coverage in the amounts and

under the terms and conditions specified therein. As such, each Proposer shall submit with its Response, a statement indicating the contractor's intention to comply with the requirements of this section.

In accordance with the provisions of General Contract Conditions, Title 15, PERFORMANCE AND PAYMENT BONDS, the City will require that the selected contractor provide performance and payment bonds with a surety acceptable to the City and in a form provided by the City for one hundred percent (100%) of the construction contract amount (only if authorized by and contracted for with the City) in a form provided by the City.

Section 8 – Project Contracting:

- A. In contracting for the construction of general public improvements like this Project, the City requires that each Contractor comply with the terms and conditions set forth in the City's General Contract Conditions (1999 Edition) (the "Orange Book"), as modified for this delivery system, copies of these general conditions are available upon request or are available online at the following web address:

[http://www.denvergov.org/Capital_Projects_Center/ContractorBidInformation/
tabid/425069/Default.aspx](http://www.denvergov.org/Capital_Projects_Center/ContractorBidInformation/tabid/425069/Default.aspx)

All parties considering entering this selection process are urged to review the standard contract conditions set forth in the Orange Book as they will be, in a form attached, a part of any final Construction Contract arrangement between the City and the selected General Contractor.

- B. Proposers shall undertake a detailed review of the *Sample Agreement* (Attachment 4) and submit with their proposal a list of all questions, issues, or modifications which the Proposer would like the City to review and address, should they be selected as the top ranked proposer. The City shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the list of issues. Therefore, all proposers are strongly advised to seek legal counsel prior to preparing such a list.

Section 9 – Selection Process:

- A. **Selection Committee:** The Selection Committee will consist of the following representatives:

Nick Kontas: Denver Public Works

Julia Fitzpatrick: Facilities Planning and Development

Greg Laberge: Denver Crime Lab

Mark Olin: Denver Crime Lab

Rafael Augusta: Denver Public Works

- B. The Selection Committee shall review the responses to the RFP. Oral interviews may be scheduled following this review.
- C. RFP Administration: The Manager hereby designates Toni Green, Public Works Contract Administration to serve in the capacity of administrator for this selection process and will be responsible for coordination of the procedures and rules specified in this RFP, managing this process and all other matters related to this process. In conducting the process in a fair and equitable manner, the administrator will serve as the primary intermediary between the Proposers, the City, and the members of the Selection Committee. **All inquiries and questions regarding this RFP shall be directed to Toni Green in the Public Works Department in writing via email at toni.green@denvergov.org.** Any applicant that contacts any member of the Selection Committee or Durrant from the date of issuance of the RFP and prior to the completion of the selection process may be disqualified from further participation in the selection process, at the administrator's sole discretion.

Questions to this RFP may be submitted to the designated contact up until **3:00 PM MST, July 16, 2009**. Questions that need response to all proposers will be issued via addendum.

- D. It shall be conclusively presumed that the proposer did, before submitting a Response to the RFP read all addenda, posted decisions, and other items relevant to the solicitation.
- E. Oral Presentation: If deemed necessary by the selection committee oral interviews will be conducted on August 11, 2009. Interview format would be sixty (60) minute session – approximately thirty (30) minutes for presentation by the CM/GC followed by up to thirty (30) minutes for questions and discussions.

Section 10 – Selection Criteria

A. Selection Criteria:

The following general criteria will be used in evaluating the Statements of Qualifications from submitting CM/GC teams. The right is reserved hereunder to modify these criteria, add or delete criteria, and conduct interviews with some or all interested CM/GC teams prior to completion of the Stage 1 Request for Qualifications process. The order of the following is not intended to imply priority or importance.

1. CM/GC Experience (40 Points)

- A. Major project experience involving projects of similar scope and complexity utilizing CM/GC project delivery method. Please address the required project completion date of past projects with actual completion date of projects with similar size and complexity.
- B. Experience in managing construction projects of similar scope to achieve LEED-NC Silver, Gold and/or Platinum, as well as familiarity with Better Denver Construction Sustainability Goals.
- C. A list of all court or administrative proceedings during the past five years where the Contractor is or was a party and where: (1) the violation of any local, state or federal statute, ordinance, rule or regulation by the Contractor was alleged; or (2) the Contractor's bid was involved; or (3) the Contractor's performance of any public or private construction work was involved and the amount in controversy exceeded \$25,000. The named proceedings shall include a description by docket number, court, administrative or arbitration forum, names of parties, subject matter and dollar amount in controversy and the outcome.

2. Qualifications of Key Personnel and Management Approach (40 Points)

- A. Qualifications and experience of designated construction/contractor persons assigned to this project in major public sector projects.
- B. Key staff involvement in project management and their on-site presence, and availability of representatives of the construction components of the team throughout the duration of the project.
- C. Budget/cost control methodology, quality control methodology, scheduling methodology, and CM/GC project delivery methodology.
- D. Fees, Percentages and General Conditions amounts as provided on the CM/GC Fee & Schedule Proposal Form; items 1 through 11.

- E. Effective and clear communication skills in both design and construction phases.
3. Mobilization and Construction Sequence (10 Points)
- A. Address alternative approaches you have implemented in previous projects to expedite initiation of construction after award.
 - B. Address your experience in completing projects of comparable scale on a fast-track schedule without 100% Construction Documents at construction phase start.
 - C. Address the risks and potential additional costs or savings related to an accelerated schedule without 100% Construction Documents at construction phase start.
 - D. Address the reasonableness of completing the project by **September 15, 2011** with major milestones identified.
4. Work Location (10 Points)
- A. CM/GC familiarity with the project area.
 - B. CM/GC knowledge of the local labor and materials markets.
 - C. CM/GC local office capability and capacity.
5. Insurance: Adequate insurance coverage is in-place (PASS or FAIL)
6. Bonding Capacity: Adequate insurance coverage is in-place (PASS or FAIL)
7. PREQUALIFICATION REQUIREMENTS: (PASS or FAIL)
Each proposer must be pre-qualified in the Work Category of **BUILDINGS – 7a General** with a Financial Limit of Twenty Five Million (\$25,000,000). Each proposer must have submitted a prequalification application a minimum of ten (10) calendar days prior to the bid opening date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 West Colfax Avenue, Department 506, Denver, Colorado 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification or call 720-865-2539 for prequalification information ONLY.

Section 11 - Contractor Disclosure:

Section 20-69 of the Denver Revised Municipal Code provides that the public interest is best served by maximum disclosure of political contributions made to candidates seeking election to City office by persons transacting business with the City and County of Denver. This Disclosure Form was devised to insure that City Bidder/Contractor/Vendor/Proposers comply with all applicable requirements of Section 20-69, D.R.M.C. All proposers must complete all applicable sections of this disclosure and submit with their proposals.

- END OF RFP -