

## REQUEST FOR PROPOSAL

**PROPOSAL DUE: SEPTEMBER 13, 2019**

### GENERAL CONTRACTOR, MODULAR CONSTRUCTION, VILLAGE COURT APARTMENTS PHASE IV

#### INTRODUCTION AND BACKGROUND

The Town of Mountain Village Housing Authority seeks proposals from General Contractors and /or Firms to bid general contracting services for the construction of two modular rental apartment buildings called Village Court Apartments Phase IV (VCA Phase IV) at 415 Mountain Village Boulevard, also known as Village Court Apartments. The construction period begins the fall of 2019 and ends the fall of 2020.

#### BACKGROUND

As part of the Mountain Village Comprehensive Plan Vision, the Mountain Village Housing Authority is developing a total of 49 workforce housing rental units. 41 2-bedroom and 1 ¾ bath units, 8 one-bedroom units, and one office space, associated mechanical rooms, a common laundry room per building, and one exterior sewer main access found within the basement of the west building. The project is designed to be built utilizing modular construction. The project will be funded by a revenue bond and is tax exempt. The general contractor will work directly with the owner's representative for the duration of the project who works on behalf of the Mountain Village Housing Authority.

The total hard construction cost target budget is \$265 per square foot or less, all inclusive.

#### TIMELINE

- RFQ Issuance **August 1 , 2019**
- Mandatory meeting **August 7, 2019**  
**Meet at TMV Town Hall 455 MV Blvd 2nd floor conference room at 3:30 pm**
- Date Email Questions Due:  
**Questions will be taken on a rolling basis and not accepted after September 1, 2019**
- Date Email Answers Issued  
**We'll issue two addendums in response to questions between August 1 and September 5, 2019**
- Statement of Qualifications and Stipulated Price Due **September 13, 2019**
- Town Committee Selection Meeting **September 18, 2019**  
(this may include interviews of individuals or firms)
- Committee Recommendation to Town Council **September 19, 2019**
- Contract Negotiations and contract executed by **September 25, 2019**
- Mobilize and Break Ground **October 15**

#### PROJECT SCOPE- Provide General Contracting services for the work outlined in the plans and specifications for a completely finished product, including but not limited to the following items:

- Comply with all regulations regarding Storm Water Pollution Prevention Plans. Obtain stormwater permit if one is required
- Obtain all required construction permits, including local and state. The fees for the Town of Mountain Village building permit will be waived
- Relocation and extension of all utilities, both existing and new. Include primary power extension to the new transformer location. The SMPA costs relating to the transformer installation and the SMPA facility reinforcement fees will be paid by the Owner. The existing sewer main will remain in its current location under the West building.

- Site Prep, excavation, foundation systems
- Material export and import as required by the plans and soils report.
- Contract with and coordinate module manufacturing with modular manufacturer(s) including:
  - Thorough shop drawing review. Ensure shop drawings are consistent with all contract documents
  - Visit factory(s) as needed to ensure modules are being constructed consistent with the approved shop drawings, and that QC is being maintained
  - Provide module transportation from the factory to the site. Secure appropriate staging locations for modules (if storage is required).
  - Ensure that the modules are fully insured during transport, storage and set
- Provide all set and stitch services, including crane, inter-module connections, interior and exterior stitching and finishes installation and repair, roof framing and finish, and exterior stone and siding installation
- Include all stair towers and stair systems, whether site built or modular
- Provide and install a design/build fire protection system per applicable codes
- Grading, landscaping, and all site work
- Re-asphalting the disturbed areas of the parking area adjacent to the new buildings
- Provide an allowance for the construction of the trash compactor building adjacent to building 7. Final design is pending, and allowance is non-binding.
- Tree removal for the purposes of construction and approved wildfire mitigation falls under the scope of the general contractor.

**Special considerations in scope:**

- Provide and install gas submeters per the specification. Meters will need to be installed at the factory and hooked up on site.
- Streets, driveways and parking lots must be kept free of mud, dirt, gravel and other debris caused by excavation and export/import operations.

**With the following known constraints:**

- Wetland in close proximity. Wetlands must be fully protected and cannot be disturbed.
- Steep slopes
- Constrained working area that is difficult to access on the lower portions of both buildings
- Dense urban environment with buildings, people and cars in close proximity to the construction area
- Aggressive construction timeline
- Securing modular construction within the specified timeframes.

**Contract Format**

- The contract for construction will be a Stipulated Sum contract.

**Insurance and Indemnification Requirements:**

The contractor shall agree to indemnify and hold harmless the Town, its officers, employees, and insurers from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the services to be performed by contractor, if such injury, loss or damage is caused by the negligent act, omission, or willful misconduct of the contractor, any subcontractor, or any officer, employee, representative, or agent of the contractor or of any subcontractor. The contractor agrees to investigate, handle, respond to,

and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. The contractor shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the contractor. Such insurance shall be in addition to any other insurance requirements imposed by contract or by law. The contractor shall not be relieved of any liability, claims, demands, or other obligations by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure, maintain, and shall cause any subcontractor of the contractor to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained to cover all liabilities, claims, demands, and other obligations assumed by the contractor. In the case of any claims made on the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

**Worker's Compensation.** Contractor shall provide Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employer's Liability contractor shall provide Worker's Compensation insurance to cover obligations imposed by applicable insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS disease-each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.

**General Liability.** Contractor shall provide General Liability insurance with the minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises, services and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision. The Certificate of Insurance must include both of the following statements in the Description section: "Policies shall not contain an exclusion limiting or removing liability arising out of multifamily construction." "Policies are primary and non-contributory for all claims arising from Insured's Work."

The Town does not provide reciprocal indemnification to the Contractor.

**Specific Responsibilities of the Town:**

- Provide the Construction Document Bid Set
- Provide the specifications manual
- Restripe the parking area once re-graded and re-asphalted
- Provide other documents as needed to help facilitate the proposal process
- Pay for laundry equipment in both buildings

**Allowance:**

Construction of trash compactor building. By allowance pending final design.

## Project Location – Vicinity Map



## MINIMUM QUALIFICATIONS

The Owner / Town is seeking a firm whose employees possess the following skills/abilities:

1. Demonstration working with as a General Contractor in the region with a minimum of five (5) major projects.
2. Experience as a General Contractor with modular construction (or similar).
3. Demonstrate pro-active examples of staying on time and on budget.
4. Demonstrate priority and commitment to this project with project staff and subcontractors in order to remain on budget and within the specified schedule.
5. Documentation demonstrating the employee(s) and company meet the qualifications discussed above must be provided with the RFP.
6. Demonstrated specific Construction Management/General Contracting experience in projects of similar scope, complexity and schedule
7. Demonstrated bonding capability of up to one half of the total cost of construction. Provide letter from surety that affirms this capacity.
8. Demonstrate insurance requirements can be met. See criteria listed above.
9. Proposer must possess an A or B ICC certification in General Contracting required by the Town of Mountain Village building code.
10. Proposer must have (or obtain prior to construction commencing) an active business license with the Town of Mountain Village.

## STATEMENT OF QUALIFICATIONS AND QUOTE

Interested individuals or firms are invited to submit a Statement of Qualifications and Quote for this project and include the following information:

1. General Experience Statement. This statement should emphasize the individual or firm's experience General Contracting within the past five years for at least two (2) projects in

excess of \$7,000,000 (hard costs). Please address specific experience with modular construction and expertise. Please also address the selection criteria listed below as relevant.

2. Project team and or individual resumes and qualifications.
3. Project References: References should include contact name, address, phone number and email address and provide evidence of similar work.
4. General Information: This section can be used to provide alternatives or additional information the individual or firm feels would be beneficial for the town to use during the review process.
5. An affirmation that the project is a priority to the company and its associated personnel and subcontractors so as to maintain the project schedule.
6. Work load. Provide information on your past, present, and projected future workload
7. Project Cost. Provide an itemized budget breaking down the Proposed Contract Sum in either the 16 division (pre 2004) or current 50 Division CSI MasterFormat. General Conditions shall be itemized. Provide the percentage that the overhead and fee is based upon. Fees shall be calculated on total project cost, exclusive of costs relating to bonding, insurance, and overhead and fee.
8. Provide a preliminary master schedule outlining the major milestones dates (eg: excavation, foundation complete, utilities, modular fabrication, etc), and the final completion date.

## **SELECTION PROCESS**

A selection committee will evaluate the qualifications of the responding individuals/firms. The town may elect to utilize the services of an outside consultant(s) to assist in the evaluation. In evaluating the responding individuals/firms, the town will use a criteria evaluation process. All statements will be evaluated using the same criteria and weighting with cost as one factor but not the sole determining criteria. The committee provides a recommendation to Town Council who is the final decision maker.

Selection criteria will include (not in rank order):

1. Quality of previous experience with similar projects (modular, affordable housing, local or regional construction)
2. Quality of experience and expertise in collaborative processes
3. Quality of references
4. Guarantees to turn around construction of the finished modules within the stated construction schedule.
5. Experience in working with similar projects and/or experience working regionally
6. Proven demonstration of working through complex construction issues with multiple people (contractors, subcontractors, residents)
7. Demonstration of a solution-oriented work ethic
8. Stipulated Sum Contract Price

The committee will base the final selection and ranking upon the evaluation of the proposal. The committee will reserve the right to request a more comprehensive proposal from the top two finalists as needed and or interview finalists as needed. If a finalist is chosen and contract negotiations are unsuccessful, the committee may elect to negotiate with the next highest ranked individual/firm. The town reserves the right to award the contract to the most qualified bidder not necessarily the lowest bidder, when warranted.

## **TOWN CONTACT**

Please address questions to Mark Carlson, Owner's Representative and Michelle Haynes, Housing Director. The statement of qualifications must be submitted no later than 5:00pm, Friday, September 13, 2019 and can be submitted electronically to both Mark Carlson and Michelle Haynes. Please request confirmation of receipt of your submittal to assure it was received.

Mark Carlson  
Owner's Representative  
Mountain Builder's, Inc  
Town of Mountain Village  
455 Mountain Village Blvd, Suite A,  
Mountain Village, CO 81435  
CELL: 970-729-0182  
[mtnbuilders@telluridecolorado.net](mailto:mtnbuilders@telluridecolorado.net)

Michelle Haynes  
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455 Mountain Village Blvd, Suite A,  
Mountain Village, CO 81435  
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