

**REQUEST FOR PROPOSAL**  
**For**  
**CONSTRUCTION MANAGEMENT/GENERAL**  
**CONTRACTOR**

**PIKES PEAK LIBRARY DISTRICT**  
**Colorado Springs, CO**

**PPLD RFP # 490-18-03**

The Pikes Peak Library District (PPLD) invites qualified General Contractors to submit a response to a Request for Proposal for construction management/general contractor services (CMGC). PPLD is seeking a skilled, professional and dedicated firm for assistance in establishing a modular library facility in the town of Calhan, Colorado. The selected firm will provide site improvements and flat work, entrance deck/ramps, skirting, utilities extensions and connections, and overall preparation for building placement (by others).

Humphries Poli Architects, PC has been selected to provide design services for the building and site design. Land Development Consultants has been contracted to provide the site development and civil engineering plans.

Proposal deadline is **12:00 pm on September 6, 2018**

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**I. Terms & Conditions****A. General Terms and Conditions**

1. **Purpose:** This RFP is seeking proposals from qualified general contractors to provide construction management/general contractor services to the Pikes Peak Library District (PPLD) for Calhan Library.

PPLD currently provides bookmobile service to the Calhan area and in recent years, population has grown in this area. PPLD has looked at establishing a small facility with limited hours of service to better serve our patrons on the eastern plains.

PPLD will be purchasing a small pre-manufactured modular building and placing it on land offered by the Calhan School District RJ-1. This land is currently undeveloped and will require improvements to include but not limited to grading, possible storm water detention facilities, extension of utilities to the site, specific flatwork as well as decks with ramps. Building will be approximately 1,150 square feet.

PPLD has contracted with Land Development Consultants to provide site development planning and civil engineering services. The grading, drainage, and utilities design is currently in development.

PPLD has contracted with Humphries Poli Architects for building and site design (deck and flatwork).

2. **Interested Parties:** All interested firms are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at:

<http://ppld.org/request-for-proposals>

3. **Sole Point of Contact:** Questions and requests for clarifications regarding this RFP must be addressed to **Gary Syling, Chief Facilities Management Officer at Pikes Peak Library District** via email at [gsyling@ppld.org](mailto:gsyling@ppld.org). Please provide the RFP number, title, and the words "question" and/or "clarification" in the subject area of the email. Questions and requests without this subject identification may be considered routine emails and may not get properly addressed.

All questions and requests for clarification will be responded to by email to all proposers. Any responses by the PPLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be sent by written addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless received by the proposers via formal written addenda.

**Gary Syling, PPLD Chief Facilities Management Officer, is considered the sole point of contact** with regard to this RFP. No communication from any other source shall be considered by the proposer(s) as valid information with regard to these terms, conditions, and specifications.

4. **Tax Exemption:** PPLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, an exemption certificate will be furnished by PPLD if the contractor requests.

- 5. **Expenses:** The PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
- 6. **Conflict of Interest:** Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of this RFP, or any similar or potential conflicts of interest, may, at the sole discretion of the PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
- 7. **Non-Discrimination:** The Contractor agrees not to refuse to hire, discharge, promote, or demote, nor 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.
- 8. **Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.

9. **General Contractor RFP Schedule:**

RFP Let.....Monday, August 20, 2018  
 Deadline for final questions ..... Friday, August 31, 2018  
 Proposals due ..... 12:00 p.m., Thursday, September 6, 2018  
 Award notification..... on or about Friday, September 14, 2018

10. **Tentative Construction Schedule:**

Final Preparation of Construction Documents.....August 2018  
 Land Preparation/Utilities..... September/October 2018  
 Building Placement ..... November 2018  
 Grand Opening ..... December 2018

**B. Proposal Preparation:**

- 1. **Exceptions and Deviations:** Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.
- 2. **Substantive proposals:** By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.
- 3. **Subcontracting:** The contractor shall be responsible for the performance of all of its sub-contractors, sub-sub-contractors and consultants. The use of specific sub-contractors and consultants is subject to the approval of PPLD. The contractor is responsible for ensuring that all sub-contractors and consultants comply with all the terms of the contractor’s contract with PPLD.

4. **Insurance Requirements:** The successful proposer shall have the following insurance coverage. Proposers shall submit in their proposals, ACORD certificates and/or other proof of the insurances:
  - a. Worker's Compensation in compliance with the requirement of the State of Colorado,
  - b. Liability Insurance in the amount of no less than \$1,000,000 per occurrence.
5. **Indemnification:** The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of PPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless PPLD, its officers, agents, and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the contractor's operations or performance in connection herewith, including operations or performance of subcontractors and suppliers and acts or omissions of officers, employees, or agents of the contractor or its subcontractors or suppliers.
6. **Schedule:** By submitting a proposal, the proposer guarantees that it will be able to comply with the overall elements of the project calendar, or must indicate an alternative timeline in the proposal, which will be vetted by PPLD, as to its feasibility and acceptability.
7. **Continuity:** By submitting a proposal the proposer guarantees that the key team members, including consultants and sub-contractors, if any, will remain assigned to PPLD's project for its duration. Exceptions must be approved in advance by PPLD.
8. **Proposal Submissions:** The proposal must be comprehensive and address all elements requested in Section II Scope of the Project. To assure that the information provided can be readily identified, the proposal must include, but not limited, to the submission of the following signed documents:
  - a. Addendum A- PROPOSAL COVER SHEET
  - b. Addendum B- CHECKLIST, QUESTIONNAIRE, AND PRICING
  - c. Addendum C- IMMIGRATION CLAUSE FOR CONTRACTS

The following information must be included in the proposal submission:

- a. Name of company or companies, including address, telephone number, email address, website URL, and contact person's name
- b. Evidence of Workers' Compensation Insurance
- c. Evidence of Liability Insurance in the amount of no less than \$1,000,000 per occurrence
- d. List of exceptions and deviations (if any)
- e. Proof of Eligibility to work in State of Colorado
- f. Resumes for management team who will be assigned overall contract and project responsibility for the PPLD project.
- g. List of current and recently completed projects during the past 5 years. This should include name of building/entity and a brief description of

the project, including total SF, project cost, date completed, and contact information. Please list any library projects completed during the years.

- h. **References:** References from three (3) or more recent projects of similar scope and type, particularly libraries.
- i. **Fees:** State your cost to complete the described services, including any and all fees, whether flat rate or percentage based, and identifying any specific reimbursables.
- j. **Claims/Litigation:** List any claims, litigation, or other issues filed or pending against your firm in the past 5 years.
- k. Provide your best assessment of the budget, as presented in this proposal, for all portions of the project.

The current funds available for this project including site work, utilities, and purchase of building and FF&E:

**\$448,000**

*(All of the items listed above under Section 10 point a through k are specifically addressed in Addendums A and B of this RFP).*

11. **Signatures:** The proposal must be signed by an officer of the proposing company.
12. **Withdrawal of Proposal:** Proposals are to be submitted via e-mail and identified with the proposal number and title, on the forms provided herein, with all attachments, no later than 12:00 pm local time on August 30, 2018, to al for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.
13. **Proposal Submissions:** Proposals are to be submitted via e-mail and identified with the proposal number and title, on the forms provided herein, with all attachments, no later than 12:00 pm local time on August 30, 2018, to:

Gary Syling at [gsyling@ppld.org](mailto:gsyling@ppld.org)

A complete submission includes all required components, as stated in this document.

#### **B. Selection Provisions:**

1. **Selection:** It is the intent of the PPLD to select only responsible and responsive firms.
2. **Right of Acceptance and Rejection:** PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of the PPLD. PPLD is not bound to accept the lowest priced proposal.
3. **Negotiation:** PPLD reserves the right to negotiate terms and conditions of the contract with the winning vendor.
4. **Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this invitation. The recommendations of this team will be forwarded to the Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
  - a. Completeness of Proposal
  - b. References
  - c. Background and Experience

- d. Fees
  - e. Any other items deemed in the best interests of PPLD.
5. **Contract Formation:** Following selection of a proposal, the CMGC will be required to enter into a written contract with PPLD.

If you have a formal or standard contract that you typically use with such projects, please attach a copy to this Proposal.

If, in PPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.

6. **Cancellation:** PPLD reserves the right to cancel the contract, in whole or in part, due to failure of the project team to carry out any term, promise, or condition of the contract. PPLD will issue a written notice of default for acting or failing to act, in the opinion of PPLD, as in any of the following:
- a. Failure to perform adequately the services required by the contract
  - b. Failure to perform the required work within the time stipulated in the contract, unless mutually agreed in writing otherwise

In the event of cancellation, the architect will be provided a reasonable opportunity to correct the default prior to the exercise of the above mentioned remedies.

## **II. Scope of the Project**

### **A. Pre-Construction Services**

1. The CMGC will participate as a team member along with the PPLD, architect and the design consultants, and will attend all meetings as needed.
2. Cost Estimating, Scope Management and Value Engineering: The CMGC will provide services to monitor the project budget, and it will prepare a cost estimate based on the architectural, land development and utilities drawings and specifications.
3. Sequencing of Construction: The CMGC will prepare a schedule of construction activities. The CMGC will work with PPLD to create a final project schedule that will secure competitive pricing and perform the construction in a cost effective and timely manner.
4. Procurement Process: The CMGC will develop and recommend a procurement process for all trade work, materials and equipment that will result in the development of the Guaranteed Maximum Price (GMP). The CMGC will be responsible for developing all necessary scope of work and bid forms, contacting potential bidders, conduct the bidding and present the final bid tabulation for each section or the work for the approval by PPLD. Minimum three (3) bids are required from subcontractors for each service that will exceed \$10,000. The CMGC will secure all necessary building permits for the workings.

### **B. Construction Services:**

Provide construction services from the execution of a Notice to Proceed with Construction through Final Completion of Construction in accordance with the approved GMP and final construction schedule.

The construction services will include but will not be limited to:

1. Project management, and on site supervisions and coordination.

2. Monitor and control the project schedule
3. Quality Control and safety inspections
4. Monitor and control project costs
5. Mediate and problems that arise between project participants

**C. Post Construction Services**

Perform such post-construction services as necessary to ensure successful issuance and closeout of the all required certificates and permits and perform such warranty work as required.

The services will include:

- a. Manage post construction phase
- b. Obtain of certificate of occupancy
- c. Prepare, distribute and insure timely completion of punch list
- d. Obtain all required close out documents
- e. Oversee training in equipment utilization
- f. Provide as-builts
- g. Conduct warranty walk-through.
- h. Provide architect with redline drawings/documentation to complete record drawings, "as builts."

**ADDENDUM A  
PIKES PEAK LIBRARY DISTRICT  
RFP #490-18-03  
PROPOSAL COVER SHEET**

**I. GENERAL INFORMATION**

1. **FIRM NAME** \_\_\_\_\_
2. **ADDRESS** \_\_\_\_\_  
\_\_\_\_\_
3. **PHONE** \_\_\_\_\_
5. **E-MAIL AND WEBSITE** \_\_\_\_\_
6. **CONTACT** \_\_\_\_\_

**I. STATEMENT OF MINIMUM QUALIFICATION**

I, \_\_\_\_\_ (printed name) hereby declare  
that I am the \_\_\_\_\_ (title) of

\_\_\_\_\_ (name of firm) submitting  
this profile and declaration, and that I am duly authorized to sign this profile and declaration  
on behalf of the above named firm. All information set forth in this profile and declaration and  
all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of the  
submission date.

The signer further certifies that (please initial):

- a. \_\_\_\_\_ The Company has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The company understands all instructions, requirements, specifications, and terms and conditions of the RFP, and hereby offers and proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements, specifications, and terms and conditions of the RFP.
- b. \_\_\_\_\_ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the PPLD's acceptance for a period of ninety (90) calendar days from the proposal due date.
- c. \_\_\_\_\_ The Company is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
- d. \_\_\_\_\_ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.



e. \_\_\_\_\_ Submission of this proposal indicates the signer’s acceptance of the evaluation technique and that some subjective judgments may be made by the PPLD as part of the evaluation.

f. \_\_\_\_\_ The company has the following insurance coverage:  
- Workers’ Compensation Insurance  
- Liability Insurance in the amount of no less than \$1,000,000 per occurrence.

Evidences of these three insurances are attached.

g. \_\_\_\_\_ A list of exceptions and deviations (if any) is attached.

h. \_\_\_\_\_ A proof of eligibility to work in State of Colorado is attached.

i. \_\_\_\_\_ There have been no claims, litigation, or other issues filed or pending against our company in the past 5 years except as listed below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

j. \_\_\_\_\_ The Company is aware of Colorado’s Immigration / illegal alien laws pertaining to public contracts. Addendum C (Colorado Statutes 8-17.5 – 102) is signed and attached.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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**ADDENDUM B**  
**PIKES PEAK LIBRARY DISTRICT**  
**RFP # 490-18-03**  
**CHECKLIST and QUESTIONNAIRE**

**1. STATEMENT OF QUALIFICATIONS** (Fill in or attach):

**A. SIZE and AGE of your firm**

**B. COMPANY'S EXPERIENCE**

Please attach:

- a. List of current and recently completed projects similar in scope ( 5 years)

- C. LIST 3 REFERENCES** or more from recent projects of similar scope and type, particularly libraries with current name, address, and telephone number of a contact person. Please attach a new page for more references (if any).

**D. INDIVIDUAL QUALIFICATIONS AND EXPERIENCE**

Please attach the resumes for those individuals (including consultants) who will be participating in the work on the PPLD project.

**2. COST, FEES, AND TIMING ISSUES:**

List all fees, whether flat-rate or percentage based, and any known reimbursable items and services. Please be certain to clarify any ambiguities in your cost schedule.

<b>Service Type</b>	<b>Percentage Construction Budget</b>	<b>Flat Fee</b>	<b>Reimbursable (Please List)</b>
Pre-construction Services			
Construction Services			
Post Construction Services			
Indirect construction cost - General Conditions - Insurance - Building permit and Plan - Other (Please list)			
Contingency			
CMGC profit			
Other costs (Please List)			

What has your actual project cost to budgeted project cost performance been over the last five years?

**3. DESCRIPTION OF PROCESS APPROACH:**

Briefly describe your approach to this project. Please present details on construction services as listed in the Section II. B. Scope of Services:

**Pre-Construction Services**

a. Cost Estimating, Scope Management and Value Engineering:

b. Sequencing of Construction:

c. Procurement Process:



**4. OTHER INFORMATION:**

- a. What is your process to handle and address change orders?

*Note: Please feel free to attach more pages for any answer and explanation you have.*

**ADDENDUM C  
PIKES PEAK LIBRARY DISTRICT  
IMMIGRATION CLAUSE FOR CONTRACTS**

**Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District (“PPLD”) shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.**

*Accordingly, Contractor agrees that it shall not:*

- Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- Enter into a contract with a subcontractor for work under this Agreement that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

*Further, Contractor agrees that it shall comply with the following:*

- Contractor has confirmed the employment eligibility for all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program administered jointly by the U.S. Department of Homeland Security and the Social Security Administration (the “E-Verify Program”) or the department program administered by the Colorado Department of Labor and Employment (the “Department Program”).
- Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed.
- Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:
  - Notify the subcontractor and the PPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - Terminate the subcontract with the subcontractor if, within three days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

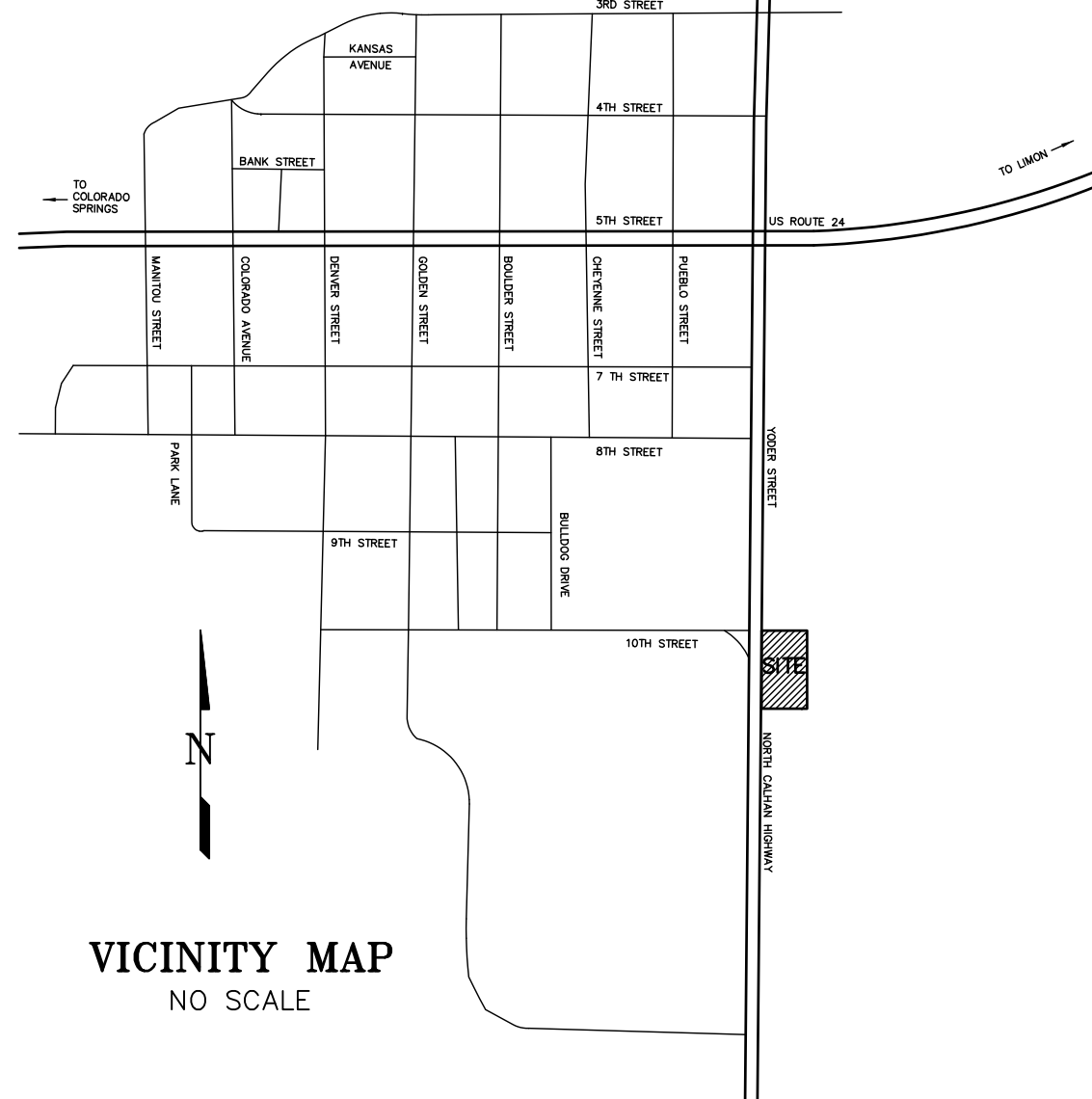
# PIKES PEAK LIBRARY DISTRICT - CALHAN BRANCH

SITE DEVELOPMENT PLAN  
TOWN OF CALHAN, EL PASO COUNTY, COLORADO

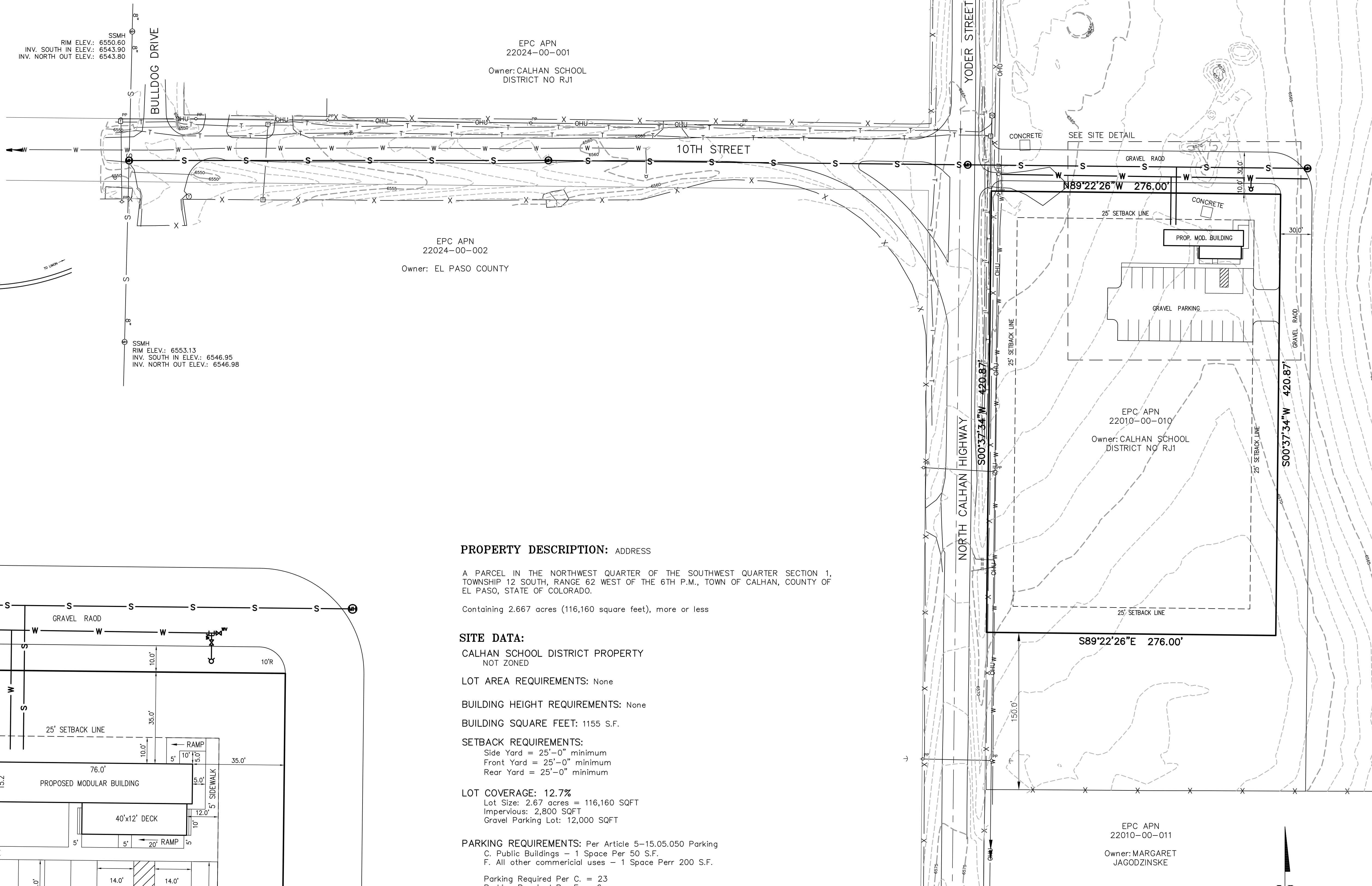
## LEGEND

- ⊙ - SANITARY SEWER MANHOLE
- ⊕ - PROPOSED SEWER MANHOLE
- u - FIRE HYDRANT
- ⊕ - PROPOSED FIRE HYDRANT
- ⊠ - TELEPHONE RISER
- ⊙ - TELEPHONE MANHOLE
- ⊕ - POWER POLE
- ⊕ - WATER VALVE
- ⊕ - PROPOSED WATER VALVE
- ⊕ - FIBER OPTIC VAULT
- X - FENCE LINE
- S - SANITARY SEWER LINE
- T - OVERHEAD ELECTRIC LINE
- T - PHONE LINE
- W - WATER LINE
- S - PROPOSED SEWER LINE
- W - PROPOSED WATER LINE

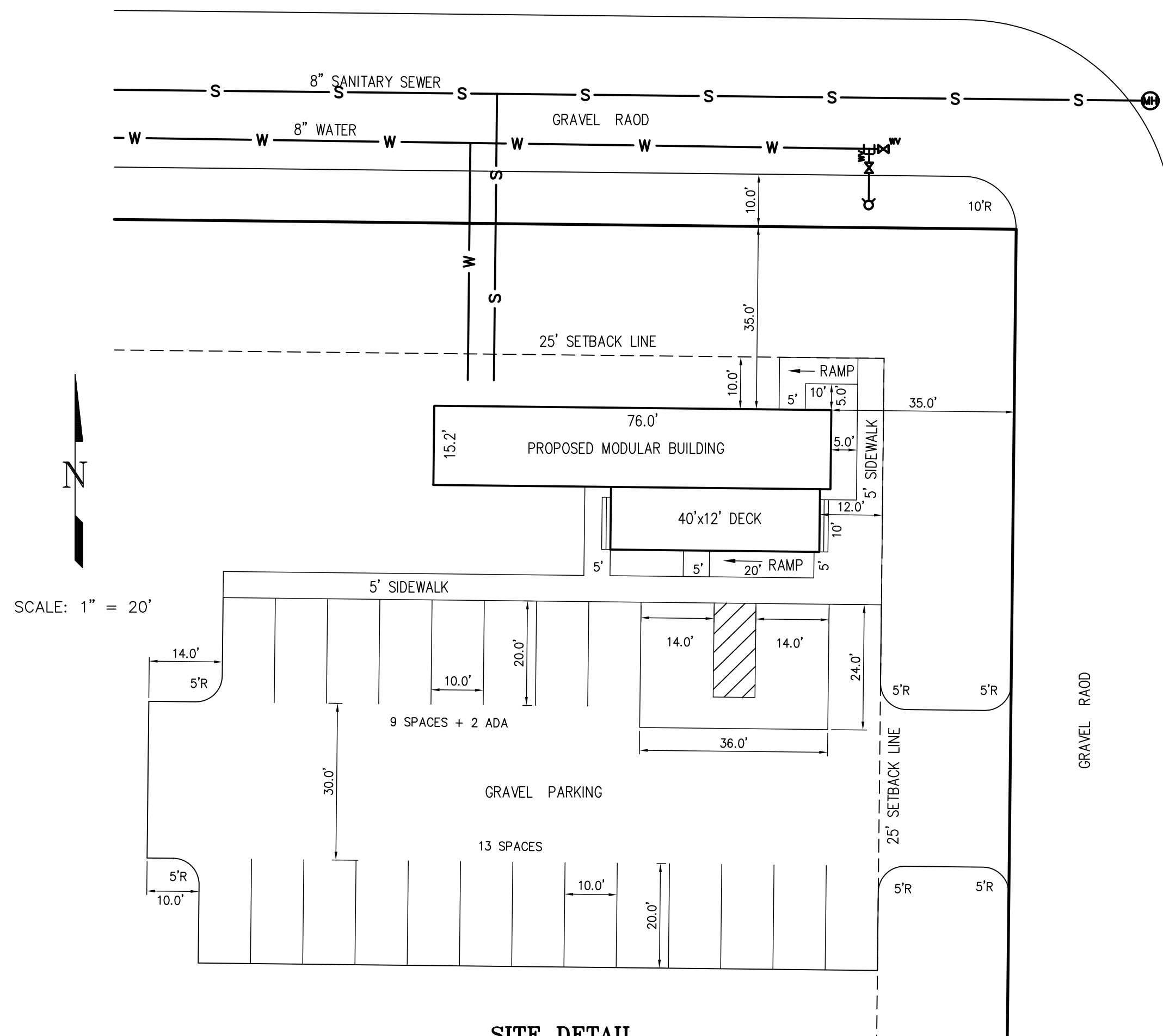
## TOWN OF CALHAN



VICINITY MAP  
NO SCALE



SITE DETAIL



## PROPERTY DESCRIPTION: ADDRESS

A PARCEL IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 1, TOWNSHIP 12 SOUTH, RANGE 62 WEST OF THE 6TH P.M., TOWN OF CALHAN, COUNTY OF EL PASO, STATE OF COLORADO.

Containing 2.667 acres (116,160 square feet), more or less

## SITE DATA:

CALHAN SCHOOL DISTRICT PROPERTY  
NOT ZONED

LOT AREA REQUIREMENTS: None

BUILDING HEIGHT REQUIREMENTS: None

BUILDING SQUARE FEET: 1155 S.F.

## SETBACK REQUIREMENTS:

- Side Yard = 25'-0" minimum
- Front Yard = 25'-0" minimum
- Rear Yard = 25'-0" minimum

## LOT COVERAGE: 12.7%

- Lot Size: 2.67 acres = 116,160 SQFT
- Impervious: 2,800 SQFT
- Gravel Parking Lot: 12,000 SQFT

## PARKING REQUIREMENTS: Per Article 5-15.05.050 Parking

- C. Public Buildings - 1 Space Per 50 S.F.
- F. All other commercial uses - 1 Space Per 200 S.F.

- Parking Required Per C. = 23
- Parking Required Per F. = 6

PARKING PROVIDED = 22 parking spaces plus 2 ADA Spaces (1 Van Accessible)

## NOTES:

1. FEDERAL EMERGENCY MANAGEMENT AGENCY, Flood Insurance Rate Map Number 08041C0391 G map revised August 23, 1999, indicates the area in the vicinity of this parcel of land to be a Zone X (area determined to be out of the 500 year flood plain).
2. BENCHMARK: NGS Monument AE4284 (see NGS Data Sheet), elevation = 6601.0. Contour intervals are 1 foot.
3. 6" chain link fence around exterior of property.

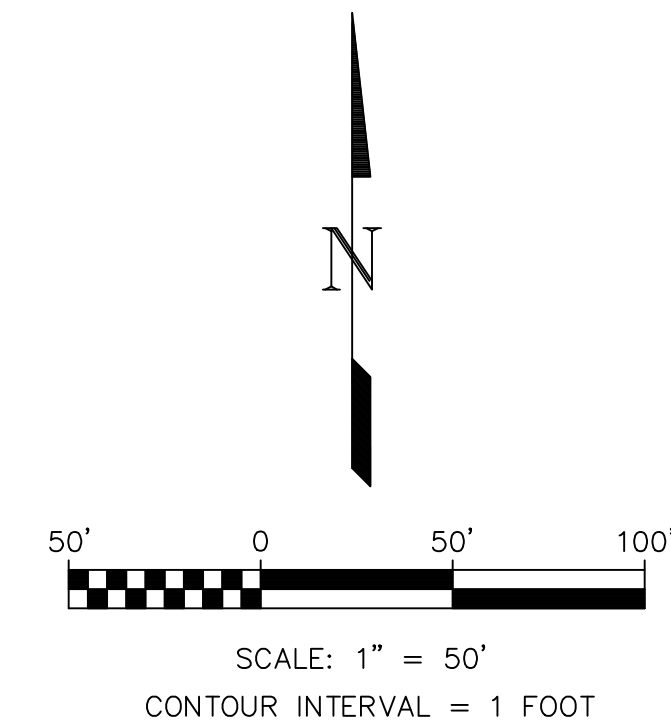
## OWNER:

CALHAN SCHOOL DISTRICT NO. RJ1  
780 8th Street  
Calhan, CO 80808

## DEVELOPER/ARCHITECTURE:

LESSEE:  
PIKES PEAK LIBRARY DISTRICT  
P.O. Box 1579  
Colorado Springs, CO 80901

EPC APN  
22010-00-011  
Owner: MARGARET  
JAGODZINSKE



CITY FILE NO. \_\_\_\_\_

PRELIMINARY

CALL BEFORE YOU DIG ...

**811**

DIAL 811

48 HOURS BEFORE YOU DIG. CALL UTILITY LOCATORS FOR LOCATING AND MARKING GAS, ELECTRIC, WATER AND TELEPHONE

No.	Description	By	Date

H Scale:	1" = 50'
V Scale:	N/A
Designed By:	N/A
Drawn By:	SLG
Checked By:	WGS
Date:	08/15/2018

**Land Development Consultants, Inc.**

PLANNING · SURVEYING

www.ldc-inc.com · TEL: (719) 526-6133 · FAX: (719) 528-6048  
3888 MAZELAND ROAD · COLORADO SPRINGS, CO 80909

**PIKES PEAK LIBRARY DISTRICT  
CALHAN BRANCH**

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 62 WEST OF THE 6TH P.M. IN THE TOWN OF CALHAN, EL PASO COUNTY, COLORADO.

Project No.: 18043  
Sheet: 1 of 1

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