

**REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES
FOR
ANIMAL CONTROL BUILDING REPLACEMENT**

**FOR THE SOUTHERN UTE INDIAN TRIBE
IGNACIO, CO 81137**



**Requested by:
Southern Ute Indian Tribe Construction & Project Management Team**

******* ALL INTERESTED PARTIES: *******

**Issued: August 19, 2026
Pre-Bid Walk: August 27, 2026 @ 2:00pm MST
Deadline for Questions: September 3, 2026, 5:00 pm MST
Proposals due via email no later than 2:00 pm MST on September 18, 2026
Email to: Kerri Stewart, Construction Project Manager
at kestewart@southernute-nsn.gov**

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I. PROJECT INFORMATION:

- A. The Southern Ute Indian Tribe (SUIT) requests a written response to the Request for Proposal (RFP) for Construction Manager / General Contractor CM/GC Pre-construction services for replacement of the existing Animal Control facility located in Ignacio, CO.
- B. Project Address:
16464 Highway 172
Ignacio, CO 81137
- C. The Animal Control team and operations are a part of the Southern Ute Indian Tribe's Natural Resource Enforcement Division, a division of the Department of Justice and Regulatory Department. The mission of the Animal Control Program within Natural Resource Enforcement is the following:
- To provide for the safety, welfare, and control of pet animals and livestock on the reservation.
 - To protect the health, safety, and welfare of the inhabitants of the Southern Ute Indian Tribe.
 - To protect property, pets, animals, and livestock from abuse, neglect, or disease.

The Animal Control Program is a self-sufficient program that, in addition to sheltering animals, provides free vaccine clinics for the community. The program is a no-kill shelter where animals are sent to La Plata shelter for adoption. The program serves both the SUIT reservation and the greater Ignacio area. The shelter houses dogs, cats, horses and cattle.

Located south of Ignacio, the existing Animal Control facility is housed in a 25+ year old modular building which has outlived its expected lifespan. A steel outbuilding houses outdoor dog kennels. There are several hundred feet of fence surrounding the property with fenced areas used as holding pens for livestock while one area houses the kennel facility. The interior of the building is used for cats and other small animals (refer to **Exhibit 1.2 & 1.3**).

The Southern Ute Indian Tribe's primary goal is to design and construct a new replacement Animal Control facility approx. 5,400 SF on the existing site to accommodate the existing program while including upgraded animal welfare standards. The purpose of the new facility is to provide a single sheltering facility with modern equipment that provides a safe and clean environment for staff and animals. A building program was developed in 2025, refer to **Exhibit 1.2** for more information. The new facility shall meet or exceed applicable State of Colorado Pet Animal Care Facilities Act (PACFA) standards and the Association of Shelter Veterinarians (ASV) Guidelines.

It is the intent for the existing facility to remain operational during construction if possible. SUIT will be looking for an evaluation and recommendation on the feasibility of the existing facility remaining operational through the course of construction.

Existing Site Description: The existing project site consists of approximately 4.09 acres located on Tribal Trust land. The site is adjacent to active gas infrastructure, including gas lines, well heads, and an operational well pad. This project's primary limitations are the constraints posed by the existing gas infrastructure and setbacks as well as topography (**Exhibit 1.1, 1.2 & 1.3**).

In addition to the well pad setback constraints, existing produced water and gas lines traverse the site along the current gravel driveway extending northwest to southeast. A 40-foot easement is required along the centerline of these active utility lines.

The northwest corner of the site also contains an archaeologically sensitive area that must remain undisturbed and avoided during development activities.

Existing utility services, including domestic water, sanitary sewer, and electrical power, will require demolition, abandonment, and/or capping in conjunction with demolition of the existing building to accommodate future long-term development of the new facility. The existing building is not currently served by natural gas or fiber optic infrastructure. The proposed new facility will require both gas and fiber utility connections as part of the project development.

D. ***Total Construction Budget: the budget will be between \$3,750,000 - \$5,000,000 (construction only).***
This project is not grant funded and will be funded by the Tribe.

E. ***There will be a mandatory pre-bid walk August 27, 2026, at 2:00pm MST at the building. Please meet at the building's main entrance and we will tour the building together.***

F. Preliminary Project Schedule:

CM/GC RFP issuance	-	8/19/2026
Mandatory pre-bid walk @ 2:00pm MST	-	8/27/2026
Deadline for Questions by 5:00pm MST	-	9/3/2026
Deadline for Submissions by 2:00pm MST	-	9/18/2026
Intent to Award	-	10/9/2026
Contracting	4 weeks	10/12/2026-11/6/2026
Schematic Design	12 weeks (3 months)	9/8/2026-11/25/2026
Tribal Council SD Review	10 weeks (2.5 months)	11/30/2026-2/5/2027
Design Development	15 weeks (3.75 months)	11/30/2026-3/12/2027
Construction Documents	11 weeks (3 months)	3/15/2027-5/28/2027
Bidding	5 weeks	6/1/2027-7/2/2027
GMP/Amendment	4 weeks	7/6/2027-7/30/2027
Construction	14 months	8/2/2027-12/2028

G. For the purposes of this RFP, the term SUIT, Tribe, and Owner are synonymous.

H. The Tribe is tax exempt. Please see tax exemption certificate enclosed, Exhibit 3.1.

II. **SCOPE OF SERVICES:**

The Southern Ute Indian Tribe is soliciting a proposal for Construction Manager/ General Contractor services, where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price (GMP). The

Construction Manager/ General Contractor (CM/GC) will team with the Tribe, Tribe's Project Manager and Architect/Engineer (A/E) to successfully design and construct the SUIT Animal Control Building Replacement.

The CM/GC's work is to be authorized in two phases, *Phase I Pre-Construction Services and Phase II Construction Services*. With satisfactory performance after completion of the Pre-Construction Phase and acceptance of GMP, the Tribe may authorize the second phase for Construction Phase Services by way of an executed GMP amendment.

Phase I Pre-Construction Services:

1. Pre-construction services will be provided throughout the entire design period and at each milestone. The CM/GC is expected to review all drawings, plans, reports, calculations and specifications for thoroughness based on the level of design provided.
2. The CM/GC shall provide a cost estimate at Schematic Design (SD), 100% Design Development (DD) and 100% Construction Documents (CD) with Unit Pricing and Contingencies. Cost estimates shall identify all fees, TERO fees, allowances, contingencies and CM/GC's General Condition's costs separately and shall contain all the elements required to be included in the GMP for Construction Services.
3. The CM/GC shall attend weekly design meetings after Schematic Design.
4. The CM/GC shall advise SUIT and the A/E regarding Project scope and execution, including site staging, logistics, and other site improvements, as well as any other elements of the Project with respect to concept, feasibility, building systems, equipment, constructability, cost, local economies, labor, scheduling, and construction in order to deliver the project on budget and on schedule.
5. ***There will be a period of Owner review after SD in which, Tribal Council will be updated on the design and pricing progress. The CM/GC must allow time for this formal Tribal Council engagement process and anticipate comments to be incorporated into the SD pricing as directed by the Project Manager. The CM/GC will not engage with Tribal Council during this time but may be called upon, by the Project Manager, to provide additional information, pricing revisions, etc. to represent clarifications and/or changes for Tribal Council review.***

Bidding:

1. Upon written authorization from SUIT, the CM/GC shall issue Bid Packages to the approved Subcontractors and major suppliers for such Bid Package and shall use good faith efforts to obtain not less than three (3) qualified bids for each trade or vendor category.

Guaranteed Maximum Price (GMP):

1. Develop a Preliminary Guaranteed Maximum Price (GMP) document for the Design Development documents.
2. CM/GC shall provide a GMP for Construction Services for the Project. The basis for the GMP will be the one

hundred percent (100%) Construction Documents. The GMP shall be developed from estimates of the cost of the Work, proposed prices from Subcontractors and suppliers, and the Stipulated Sums supplied by CM/GC for Contractor's General Conditions and Contractor's General Requirements, insurance, Subcontractors Default Insurance, and CM/GC Fee as previously accepted by the Tribe or as subsequently adjusted with the approval of the Tribe. The GMP shall be accompanied by evidence of Subcontractors and supplier price proposals included in the proposed GMP and justification of any allowances included. Following the Tribe's receipt of such GMP, Contractor shall promptly respond to questions by the Tribe and shall submit revisions as required, until CM/GC and SUIT agree on a mutually acceptable GMP. Upon acceptance by SUIT, the GMP shall be set forth in the Construction Phase Services.

3. The GMP will include a "CM/GC Construction Contingency," for use by the CM/GC for Work that was not foreseen and should have been included in the estimated cost of the Work as included in the GMP. The contingency may be used for 1) scope gaps between trade contractors, 2) contract default by a trades contractor, 3) unforeseen field conditions (not to include unforeseen unsuitable materials, rock or other obstructions not assumed in estimated quantities included in the cost of the work), and 4) costs of corrective work not provided for elsewhere in the contract documents which may be charged against the CM/GC's Contingency with approval by SUIT, which will not be unreasonably denied. The CM/GC may draw upon the CM/GC's Contingency (max 10%) only after prior notification and approval by SUIT. CM/GC will be required to furnish documentation evidencing expenditures charged to the CM/GC's Contingency and the reasons therefore in such form and detail as SUIT may reasonably request from time to time. Any unused CM/GC Construction Contingency shall be returned one hundred percent (100%) to SUIT at or near completion of the Project.
4. The GMP shall include, but not be limited to:
 - a. Cost proposal (itemized per CSI)
 - b. Description of the Project
 - c. Stipulated subcontract amounts
 - d. Stipulated Contractor's general conditions
 - e. Rates for project personnel
 - f. Insurances and bonds
 - g. CM/GC Construction Contingency (max 10%)
 - h. Allowances
 - i. Fee
 - j. Schedule
 - k. List of relevant documents
 - l. Any assumptions and clarifications
5. In the event the GMP proposal for the Project is not within the construction budget or Project Schedule, CM/GC shall provide, at no additional cost to the Tribe, such further Pre-Construction Services of CM/GC

as may be necessary to adjust, reduce or re-sequence the scope of the Project as necessary to align the GMP proposal with the Project budget.

Phase II Construction Services:

Upon acceptance of GMP by SUIT and executed GMP amendment, the CM/GC shall be authorized to proceed to Phase II Construction Services.

- 1. The Owner will contract a Commissioning Consultant during design and construction. The CM/GC will participate in meetings and coordinate commissioning activities with commissioning agent, subcontractors, SUIT, and A/E consultants during construction to ensure start-up and commissioning is completed and items on the commissioning log are closed out.**
2. Upon award of the contract for services, the CM/GC shall provide the following within 2 weeks of contract award:
 - a. A submittal schedule showing all anticipated submittals within 2 weeks for review and approval.
 - b. A schedule of values shall be provided if not provided already in the proposal.
 - c. The Contractor shall provide their TERO compliance plan.
 - d. The Contractor must acquire all applicable crossing permits prior to working at the site.
3. Weekly progress meetings will be held on site and will serve as the weekly project update. All meetings coordinated by the CM/GC will follow with meeting minutes published by the CM/GC and issued no later than 48 hours of any meeting. All meetings shall be accompanied with an agenda released 24 hours prior to any meeting. A meeting to determine substantial completion will be held at the end of the work with the SUIT Project Manager. A final meeting will be held on site to determine final completion.
4. Maintain a system for review and approval of shop drawings, samples, and product data, to ensure compliance with drawings and specifications that is satisfactory to the A/E and Tribe's Project Manager.
5. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.
6. Prepare and submit change order documentation for review by A/E and the SUIT Project Manager.
7. Maintain quality control and ensure conformity to contract documents. Develop and maintain as-built drawings for the duration of the Project.
8. Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
9. Coordinate and monitor the resolution of remaining punch-list items with A/E and to SUIT's satisfaction.

Project Closeout/Warranty:

1. Submit as-built drawings to A/E and SUIT's Project Manager for approval.
2. Provide training and Operations and Maintenance Manuals on all systems and materials per the Project Specification and agreed on with the Tribe's Project Manager and Facilities staff.
3. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, warranties, testing results, delivery of spare parts or materials, training, regulatory approvals, and SUIT's final acceptance.
4. Receive, record, and address all warranty issues. Coordinate 1 year warranty walk with Owner and A/E consultants. All warranty issues shall be resolved to the satisfaction of SUIT.

III. **SOUTHERN UTE INDIAN TRIBE PROJECT TEAM:**

A. Tribe's Project Team:

- Kerri Stewart – Project Manager | Construction and Project Management
- Tyson Thompson – Director | Properties & Facilities
- Gavin Martinez – Director | Tribal Housing
- Leonard Redhorse III – Director | Justice and Regulatory
- Captain Robert Williams | SUIT Ranger Captain

B. There will be a select team of Animal Control staff to provide input during design and construction.

C. Tribal Council shall have the opportunity to provide comments on the design. After SD, there will be a period of time when Tribal Council will be updated on the progress on SD design, this will be the responsibility of the SUIT Project Manager and not the CM/GC team. The CM/GC team may be asked to provide additional information, revised pricing, etc. in order for the PM to provide clarification to Tribal Council.

IV. **SUBMITTAL REQUIREMENTS:**

A. ***Responses to this RFP are due via email only to kestewart@southernute-nsn.gov by 2:00pm MST on September 18, 2026. Late responses will not be considered. The deadline for questions is September 3, 2026, at 5:00pm MST.***

B. The proposal must provide the following:

1. **ORGANIZATION QUALIFICATIONS & EXPERIENCE:** Description of the proposed organization's qualifications. The proposal should provide materials documenting the organization's experience with similar projects. Project photographs, locations, sizes, costs, dates, team members, and other relevant data are sought. Animal care and shelter design shall be shown.

2. **PERSONNEL INFORMATION:** Information about proposed personnel. The proposal shall provide materials documenting the proposed personnel, their experience relevant to this Project, at least three professional references and proposed project roles. A project team organization chart and estimates of each individual's time involvement are encouraged.
3. **WORK PLAN:** A work plan to fulfill the pre-construction and construction phase services. Narrative descriptions of specific personnel, skills, processes, techniques, and anticipated on-site presence are expected. A statement about the availability of the proposer's staff to accomplish the required services is expected.
4. **BUDGET & SCHEDULE:** Narrative and schedule confirming Owner's schedule and budget indicated herein can be met or recommendation for an alternative schedule. ***The proposal should speak to the CM/GC's genuine opinion of meeting the Owner's proposed schedule and budget.***
5. **PROJECT FEE:** Fee shall be in the format provided in **Exhibit 3.9 CMGC-DB Fee Summary**. Any clarifications, assumptions and exclusions not included in the proposed price shall be clearly stated.

- C. Copy of Insurance or ability to be insured for this project (**Exhibit 1.5 & 1.7**).
- D. This RFP does not commit the Tribe to award a contract nor pay any cost incurred in the preparation of the proposals.
- E. The Tribe explicitly forbids employees from accepting any unsolicited gifts.
- F. The Tribe reserves the right:
1. To reject any and all proposals due to non-conformance with submittal requirements; and,
 2. To waive any irregularities and informalities; and,
 3. To re-advertise when it is in the best interest of the Tribe; and,
 4. To reject any incomplete proposals; and,
 5. To ask questions of clarification of any or all Construction Manager as part of its evaluation. If requested by the Tribe, the Construction Manager should be prepared to provide an overall presentation regarding the manner in which the contractual obligations will be accomplished.

V. SELECTION CRITERIA:

- A. The Tribe will select the Construction Manager based on the qualifications and proposals presented in response to this RFP. The principal criterion for this selection will be:
1. **ORGANIZATION QUALIFICATIONS & EXPERIENCE:** qualifications and experience of proposed personnel and providing pre-construction and construction services of this nature. (30%)
 2. **WORK PLAN, SCHEDULE, & BUDGET:** Clearly stated work plan and validation of providing substantial completion within the Owner's schedule and budget. (25%)
 3. **RELEVANT PROJECTS & REGION:** Completed projects relevant to the project type and region

(20%)

4. **COMPETITIVE PRICING:** Competitive pricing for work performed, including TERO fees (20%)
5. **CONTRACT COMMENTS:** proposed changes to the Tribe's A133 (**Exhibit 1.5**), A133 GMP Amendment (**Exhibit 1.6**), A133 Insurance and Bonds (**Exhibit 1.7**), and A201 General Conditions (**Exhibit 1.8**) PDFs shall be provided in writing and must be submitted and reviewed as part of the selection process. (5%)

VI. CONTRACT REQUIREMENTS:

- A. All services will be performed in accordance with the:
 - Tribe's AIA A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price (**Exhibit 1.5**)
 - The Tribe's A133-2019 Exhibit A Guaranteed Maximum Price Amendment (**Exhibit 1.6**)
 - The Tribe's A133-2019 Exhibit B Insurance and Bonds (**Exhibit 1.7**)
 - The Tribe's AIA 201-2017 General Conditions of the Contract for Construction (**Exhibit 1.8**)
- B. The following services shall be a contracted third party by the Tribe:
 - Geotechnical Services
 - Materials Testing and Inspections
 - Code Plan Review and Inspections Consultant
 - Commissioning for HVAC, electrical, and building envelope.
- C. Copy of Insurance stating ability to be insured for this project (**Exhibit 1.5 & 1.7**).
- D. Completed W-9 form if new vendor (**Exhibit 1.9**).
- E. CM/GC and its subcontractors shall abide by **Codes and Exhibits 2.1, 4.1, 4.2, 5.1, 5.7, and 5.8**.

VII. TERO REQUIREMENTS & NATIVE AMERICAN PREFERENCE: (see Exhibits 2.1, 2.2, 2.3 & 2.4)

- A. The Southern Ute Indian Tribe has adopted a Tribal Employment Rights Ordinance (TERO) Code, which is to be observed by all businesses operating on the Southern Ute Indian Reservation.
- B. This RFP is an unrestricted solicitation; however, Indian preference will be given to qualified Indian Owned economic enterprises and Indian Organizations. Firms desiring Native American preference for selection must be certified through the Southern Ute Indian Tribe's TERO Office as an Indian-Owned Business. For those firms seeking Native American preference, this is a mandatory requirement, regardless of any other registration or certification that may exist with other tribal TERO offices, agencies, or affiliations.

- C. The TERO policy must be applied to your selection of consultants and/or sub-contractors when putting together your bid proposal. This shall be broken out as a separate fee in the project fee. The Contractor will be responsible for paying a 4% TERO fee on labor only, during the duration of work that will be site specific. This should be included in your Fee proposal. TERO Fees shall be paid to the Tribe following the completion of each task as identified.
- D. For more information about TERO contact:
Southern Ute Indian Tribe TERO Office
P.O. Box 737 Ignacio, CO 81137
(970) 563-0117

VIII. EXHIBITS:

-  Exhibit 1.1 Site Image
-  Exhibit 1.2 SUIT Animal Control-Feasibility Documents
-  Exhibit 1.3 SUIT Animal Control Survey
-  Exhibit 1.5 A133 Agreement Between Tribe Cost Plus GMP
-  Exhibit 1.6 A133-2019 Exhibit A GMP Amendment
-  Exhibit 1.7 A133-2019 Exhibit B-Insurance and Bonds
-  Exhibit 1.8 A201-2017-General Conditions for the Contract for Construction
-  Exhibit 1.9 W-9 Blank 03-2024
-  Exhibit 2.1 - 2019-TERO-Code
-  Exhibit 2.2 - 2019-Compliance-Plan-Form-Fillable
-  Exhibit 2.3 -2026 Indian Own Business List
-  Exhibit 2.4 - Crossing Permit information
-  Exhibit 3.1 - Tax-exempt certificate
-  Exhibit 3.2 - Direct Deposit Form ACH 2023- AP
-  Exhibit 3.3 - SUIT PayApplication
-  Exhibit 3.4 - WAIVER & RELEASE ON PROGRESS PAYMENT
-  Exhibit 3.5 - WAIVER & RELEASE ON FINAL PAYMENT
-  Exhibit 3.6 - General Conditions Schedule
-  Exhibit 3.7 - Change Order Form
-  Exhibit 3.9 CMGC-DB Fee Summary
-  Exhibit 4.1 - SUIT Non-Disturbing Cultural Resource Inventory and Monitoring Permit Policy
-  Exhibit 4.2 -Tribal Policy for the Protection of Burial Sites Human Remains and Funerary Objects
-  Exhibit 5.1 - Tribe's rules of the Road
-  Exhibit 5.2 - C&PM Outage Request
-  EXHIBIT 5.3 - SUIT LOTO
-  EXHIBIT 5.4 - SUIT HOT WORKS PERMIT
-  EXHIBIT 5.5 - SUIT FIRE WATCH
-  Exhibit 5.6 - SUIT Best Practice Safety Guidelines for Constructors and Construction_11-21-2022
-  Exhibit 5.7 Title-22-Excavation Code
-  Exhibit 5.8 SUIT_STORMWATER REQUIREMENTS