# Request for Proposals (RFP) for Construction Manager @ Risk Services

## Town of Norfolk New Fire Station

Request for Proposal: RFP #1

RFP dated September 4, 2024

Proposals due: September 16, 2024 2PM

**Issued By:** 

**Town of Norfolk** 

**Board of Selectman Norfolk, CT 06058** 

#### 1. Introduction:

The **Town of Norfolk, Board of Selectmen and Fire House Building Committee, hereafter referred to as "Owner",** is requesting proposals from a professional construction manager at risk (CMR) firm who also possesses owner's project manager (OPM) experience in overseeing all aspects of the construction the new Norfolk fire house hereinafter referred to as "the Project". The CMR will provide comprehensive project management services for the construction, site improvements, transition to occupancy and close out phases of this project to be funded through multiple funding sources.

#### 2. <u>Project Description</u>

The Town of Norfolk intends to build a new 10,500 sf fire house and maintenance garage located on the site of the existing fire house at 20 Shepard Road, Norfolk Historic District. Silver Petrucelli + Associates has been retained as the architect. The project is currently in the design development phase. The project will be funded by several federal and state grants with the balance bonded by the Town.

#### 3. Scope of Work:

The Owner is interested in securing the services of a Construction Manager @ Risk (CMR). The CMR scope of services shall generally follow that described in AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, with modifications by the Owner. To allow a baseline comparison, the respondent shall provide the following services at a minimum:

#### **Pre-Construction Phase:**

- 1. The CMR will provide a total project budget for the owner including all soft costs.
- 2. The CMR will also act as the OPM in all aspects of the project.
- 3. The CMR shall provide budget estimates at the following design phases: 90% Construction Documents.
- 4. The CMR shall work with the Architect and the Owner's Building Committee to phase the Project to accommodate the best interests of the Owner.
- 5. The CMR will assist in presentations, as needed, to town or state officials,

boards/committees and public hearings in order to secure necessary permits and approvals.

- 6. The CMR will attend pre-construction meetings to review designs, offer input, and provide construction administration.
- 7. CMR shall perform Constructability and Value Management services working closely with the architect to ensure that program is maximized within the given budget.
- 8. CMR shall develop a CPM schedule and perform monthly updates throughout the Project duration.
- 9. The CMR shall identify Long Lead items and incorporate these items on their CPM Schedule.
- 10. The CMR shall develop a Site Logistics Plan.
- 11. The CMR shall develop a Site Specific Safety Plan.
- 12. The CMR shall develop a Purchasing Plan. This Plan shall indicate any trade packages and work associated with each package so as to achieve a complete build-out of the Project. The plan shall also consider Project labor requirements and availability and must be in complete accordance with the State of CT DECD Bidding and Contracting Guidelines.
- 13. The CMR shall develop a Bidders List, a Bidding Schedule, and prepare the Bidding documents for solicitation.
- 14. The CM&R shall manage the bidding process, including solicitation of bids, review of bids, and the bidder's scope reviews. This also includes reviewing the bids with and making recommendations to the Owner's Building Committee, for the selection of Lowest Responsible Bidder(s). The Owner's Building Committee would in turn use this information in putting together their recommendations to the Board of Selectmen for the award and issuing of the actual contracts.

#### **Construction Phase:**

- 1. The CMR shall maintain full-time supervision on site.
- 2. The CMR shall be responsible for the administration, management, schedule, and related services to coordinate the onsite construction.
- 3. The CMR shall maintain Project files, including but not limited to: Certified Payroll, Project

- Correspondences, Submittals, RFI's, As-Builts, Meeting Minutes, and Change Orders.
- 4. The CMR shall submit a monthly report to the Owner. This report shall include at a minimum, a written narrative, the updated Project budget status <u>including all soft costs</u>, updated schedule and Project logs.
- 5. The CMR shall attend (and conduct as appropriate) the following meetings at a minimum: Owner' Building Committee Meetings, Job Meetings (with the Owner and Architect), Subcontractor meetings, Coordination Meetings, Safety Meetings, and Quality Control Meetings.
- 6. The CMR shall evaluate and present all change order proposals to the Owner. The Architect shall process all approved change orders.
- 7. The CMR shall review submittals prior to Architectural review.
- 8. The CMR shall receive and process payment requisitions from subcontractors.
- 9. The CMR shall evaluate any and all claims and prepare a written response.
- 10. The CMR shall manage the completion of the punch list to the satisfaction of the Owner and Architect.

#### **Post Construction Phase:**

- 1. The CMR shall continue coordination of project team activities
- 2. The CMR shall schedule transition from construction to building occupancy; coordinate delivery and installation of furniture, fixtures and equipment
- 3. The CMR shall coordinate faculty/staff training on newly installed equipment; coordinate training for custodial staff on all building systems; recommend maintenance/service contracts for plant operations
- 4. The CMR shall monitor and ensure timely completion of all punch list activities
- 5. The CMR shall work with project team to obtain Certificate of Occupancy

- 6. The CMR shall assist the OWNER in preparation and direction of all final close out filings, including grant reimbursement applications, with appropriate State agencies; maintain contact with appropriate state offices as a means of monitoring close out process.
- 7. Prepare and submit regular activity reports and meeting minutes to the OWNER
- 8. Maintain timely communications with the OWNER

#### 4. <u>Proposal / Evaluation Criteria:</u>

The respondent shall submit the following information, in the order given below, with each section addressed and tabbed.

**Executive Summary:** The CMR must submit a cover letter describing why the firm is the most qualified for this Project, the firm's capacity and capability to perform, and the firm's commitment to the Project budget and the timeframe required.

**Company History:** Give an overview of the respondent's company history, philosophy, cost control, schedule, safety, and quality.

Firm Organization: The CMR must submit a copy of its organizational chart for this Project. The organizational chart is to include the proposed team, their names, their roles and a summary of their man-hours to be worked on this Project. Also indicate which person(s) assigned to this Project are key personnel. Key personnel represent staff member(s) who are an integral part of your team and their professional contribution is critical to the success of this Project. Key personnel must be assigned to this Project and cannot be removed without written authorization from the Owner. The selected CMR firm will assign one (1) qualified individual, who will be the firm's contact person responsible for directing and coordinating the activities of the firm's personnel and subcontractors in all aspects of the Project. The designated contact person must be indicated on your organizational chart. The selected CMR must have experience providing owner's project management services in addition to construction management services.

The CMR must submit resumes for all key personnel assigned to this Project.

The CMR must provide the names of any consulting firms it plans to utilize, the proposed staff and their relevant experience.

**Approach to Project:** Describe, in whatever manner the respondent deems appropriate, the respondent's approach to the Project commencing with the Notice to Proceed through

completion of punch list and close-out. Special emphasis should be applied to the proposer's experience in acting as an OPM on similar projects and how the respondent will provide best value to the OWNER in delivering this project with that experience in the CMR Delivery method. In addition, Include in this section, a list of your estimating, Project management, scheduling, and accounting software.

**Project Schedule:** The CMR must submit a proposed Project schedule. The proposed schedule is to include the following minimum activities: a listing of required permits, preconstruction activities, Owner required items (i.e. approve design phases and budget, approve FF&E...), duration of schematic design and cost estimate, 100% design development and cost estimate, 90% construction documents and cost estimate, bid phase, award, Notice to Proceed date, both overall construction duration and location/ phase construction duration.

Past Projects & References: Include a list of ALL public safety projects undertaken within the State of Connecticut within the past five (5) years, projects overseen as OPM and CMR and any other similar projects. Include a brief description of the projects, their forecasted budget and actual cost, contact names, and contact information. Indicate the individuals on your staff who had responsibility for each project.

Include prior experience with projects funded from the following sources or within the following categories:

- New Construction projects
- Similar contract amounts as this project
- Municipally funded projects
- Projects funded by the State and Federal Grants

**Legal Issues:** The CMR must provide information concerning any suits filed, judgments entered or claims made against the firm during the last five (5) years with respect to services provided by the firm, or any declaration of default or termination for cause against the firm with respect to such services. In addition, state whether during the past five (5) years the firm or your proposed consultant(s) has been suspended from bidding or entering into any government contract.

**Safety Record:** The CMR shall submit its MOD safety rating for the past five (5) years.

**Current Financial Condition:** Include company financial condition and annual report.

**Affirmative Action:** Include statement of compliance.

**Insurance:** Include a Certificate of Insurance, showing evidence of compliance with the following requirements:

The selected CMR shall be required to furnish a Certificate of Insurance ensuring the following insurance coverage within five (5) days of receipt of Notice of Selection. Failure to maintain insurance coverage as required and to name the Town of Norfolk and the selected Architect as Additional Insured will be grounds for termination of the contract.

#### a. Commercial General Liability Insurance

Contractor shall provide a commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

Such coverage will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town of Norfolk

Such insurance shall contain coverage for independent contractors, subcontractors and sub consultants of CMR.

Such insurance shall contain contractual liability coverage for liability assumed under an insured contract (including the tort liability of another assumed in a business contract.

#### b. Commercial Automobile Liability Insurance

The CMR shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per accident covering both bodily injury and property damage and shall include coverage for all owned, hired, and non-owned vehicles.

#### c. Worker's Compensation Insurance

The CMR shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers.

Liability Insurance as follows:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

#### d. Umbrella Liability Insurance

The CMR shall provide Commercial Umbrella Liability insurance with a combined single limit of \$2,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage providing excess of limits described in items #1, #2 and #3.

#### e. Professional Liability Insurance

The CMR shall provide Professional Liability insurance with a combined single limit of \$2,000,000 per occurrence, \$2,000,000 aggregate.

Each Policy of Insurance, with the exception of the Professional Liability shall include a waiver of subrogation in favor of the Town of Norfolk and shall provide cancellation provisions as required by Connecticut Changes and Nonrenewal Provisions. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Norfolk, and the selected Architect, as an additional insured.

Certificates of Insurance using ISO forms CG2010 and CG 2030 shall be delivered to the Owner prior to the commencement of the work and kept in force throughout the term thereof.

The above insurance requirements shall also apply to all sub-consultants and/or subcontractors to the CMR and the CMR shall not allow any sub-consultants and/or subcontractors to commence work until the sub-consultants and/or subcontractors insurance has been so obtained and approved.

#### 5. <u>Indemnification</u>:

The CMR shall indemnify and hold harmless the Town of Norfolk and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the performance of the work.

Bonding: Include a letter from your bonding company stating interest rate and rating of bonding company.

**Exceptions:** provide a detailed list and explanation of any and all exceptions being made in this proposal.

#### 6. Fee Proposal:

All respondents shall utilize the attached Exhibit A – Fee Proposal Form, Exhibit B – Schedule of CM Services and Exhibit C – Preconstruction and General Conditions Worksheet

The CMR is to base its fee on an estimated construction budget of \$8,500,000 with construction duration of **twelve (12) months.** The Cost Proposal shall be in a percentage of the budget format stating the value of all-inclusive costs for all services required.

The CMR must submit their Fee Proposal in a separate, sealed envelope that shall be clearly marked "COST PROPOSAL - Norfolk Construction Manager @ Risk Services Proposal" by the submission deadlines as advertised.

Proposals must be signed by an Officer of the Construction Manager Firm. Unsigned proposals will not be considered. Proposals are valid for sixty (60) calendar days from the proposal due date.

#### 7. Submission of Proposal:

Six (6) copies of the proposal must be submitted no later than 2:00 p.m. on Thursday, September 19, 2024, to:

Norfolk Town Hall 19 Maple Avenue Norfolk, CT 06058

Attn: Mr. Matt Riiska, First Selectman

#### 8. <u>Estimated Schedule of Events (subject to change)</u>:

9/04/24	Issue RFP through Town of Norfolk website and local newspaper.
9/10/24	Deadline for all questions pertaining to this RFP. Written questions via email-
	only to: Mr. Matt Riiska, First Selectman, mriiska@norfolkct.org
9/11/24	Questions answered via email only to all CM's issued an RFP and registered with
	the Town of Norfolk.
9/16/24	Deadline for receipt of proposals at 2:00 PM, Norfolk Town Hall w/o
9/16/24	Building Committee to notify selected proposers for interviews.
w/o 9/19/24	Conduct interviews, if desired.
w/o 9/19/24	Selection completed, firm recommendation to the Board of Selectmen for
	contract negotiations and contract signing.

#### 9. Additional Terms and Conditions:

0/04/04

### THE TOWN OF NORFLOK RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF THE TOWN OF NORFOLK. The Town

of Norfolk may elect to meet with any, all, or none of the Construction Manager's prior to selection to clarify their proposals. The Town of Norfolk reserves the right to reject any or all of the proposals submitted. The Town of Norfolk reserves the right to negotiate the cost of this proposal and to award the work to a firm other than the firm with the lowest cost, if it is in the best interest of the Town. Any acceptance is subject to further approvals pursuant to the Town of Norfolk Charter and or Codes. Any associated cost incurred in the preparation or submission of this proposal is at the sole expense of the proposer.

Civil Rights Compliance: Where applicable, firms must comply with the Civil Rights Act of 1964, the Equal Employment Act, and the Connecticut fair Employment practices Act.

Acceptance of Proposal Content: The content of the successful proposal may, at the Town's option, become part of the contract entered into by the successful firm and the Town.

Revisions or addenda to the RFP: In the event it becomes necessary to revise or supplement any part of the RFP, the revision or supplement will be provided via e-mail to all prospective firms that have registered on the Bidders List at Norfolk Town Hall.

#### **Attached Documents:**

- EXHIBIT A Fee Proposal Form
- EXHIBIT B Schedule of CM Services
- EXHIBIT C Preconstruction and General Conditions Worksheet
- "INCLUDE ANY DRAWINGS/SPECS. INFORMATION THAT MAY BE AVAILABLE FROM SP+A"

**END OF RFP**