

# Bethel Police Headquarters

Request for Construction Manager@ Risk

Professional Services

for the

Construction and Completion of the Bethel Police Facility

Located on Judd Ave & CT. RT 302

*Request for Proposal: RFP #2016-002*

*Proposal due: March 8, 2016, 2PM.*

Bethel Town Hall

1 School Street

Bethel, CT 06801

Attn. Purchasing Agent.

Issued By:

Town of Bethel Public Site and Building Commission

1 School Street

Bethel, CT. 06801

## 1 Introduction:

1.1 The Town of Bethel Connecticut Public Site and Building Commission (PS&BC), hereafter referred to as "Commission" is requesting proposals for professional Construction Manager at Risk hereafter referred as "CM@R" services for the +/-24,000 gross square feet Bethel Police facility project. The project is located on Town of Bethel owned land Judd Ave and Connecticut Rt 302. The overall parcel of land is 9+/- acres. The anticipated required land for this project is 2.5 +/- acres. The Construction Manager at Risk shall provide oversight and construction management, will work with selected Architectural/Engineering firm, the Town of Bethel Police Commission, Energy Conservation Commission and PS&BC with the objective of completing the project on time and within the allotted budget.

## 2 Design Elements:

2.2 The Town of Bethel wishes to preserve the character of as much of the land around the project as possible. The Commission wishes to provide a complete facility, including site improvements and interior and exterior building construction, incorporating the technology necessary for efficient operation of the Bethel Police Department. These documents outline the general objectives and requirements of this building project.

## 3 Scope of Work:

3.1 The Town of Bethel (Town) is interested in securing the services of a Construction Manager at Risk. The CM@R scope of services shall generally follow that described in a standard AIA 133 Construction Manager contract incorporating the provisions of a CM@R agreement as set forth herein with modifications by the Town. The respondent shall provide the following services as a minimum:

### 4 Pre-Construction Phase:

4.1 The CM@R shall provide budget estimates at the following design phases: 100% Schematic Design, 100% Design Development and 100% Construction Documents.

4.2 The CM@R will make presentations as needed to Town and State officials, required boards/committees and Public Hearings as necessary to secure all required approvals prior to construction.

4.3 The CM@R will attend pre-construction meetings to review design and coordinate with the Architect, and commission. Meeting will be held at the Bethel Municipal Center or site location. These meeting may convene during evening hours.

4.4 CM@R shall perform Constructability and Value Management services with the selected Architect /Engineering firm.

4.5 CM@R shall develop a Critical Path Method (CPM) schedule and perform monthly updates throughout the Project duration at schedule meeting dates set by the commission. .

4.6 The CM@R shall identify Long Lead items and incorporate these items on the CPM Schedule.

4.7 The CM@R shall develop a Site Logistics Plan.

4.8 The CM@R shall develop a Site Specific Safety Plan.

4.9 The CM@R shall develop a Purchasing Plan, taking project labor requirements and availability into consideration. This Plan shall identify all trade packages with a minimum of (10) ten and the work associated with each package so as to achieve a complete build-out of this Project. The CM@R shall develop a Bidders List, a Bidding Schedule and prepare the Bidding documents for solicitation.

4.10 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 Bethel Public Site and Building Commission, for the selection of Lowest Responsible Bidder(s). The Commission will-use this information in putting together its recommendations to the Board of Selectmen for the award and issuance of the construction contracts.

4.11 The CM&R shall enter directly in to contract and supervise the sub-contractors, suppliers that have been recommended by the CM@R and approved by the commission and Bethel Board of Selectmen for all work associated with this project.

## 5 Construction Phase:

5.1 The CM@R shall maintain full-time supervision on site.

5.2 The CM@R shall be responsible for the administration, management, scheduling and related services to coordinate construction.

5.3 The CM@R shall maintain project files, including but not limited to: Certified Payroll, Project Correspondences, Submittals, RFI's, As-Builts, Meeting Minutes and Change Orders.

5.4 The CM@R shall submit a monthly report to the Public Site and Building Commission. This report shall include at a minimum, a written narrative, the updated project budget status, updated schedule and project logs.

5.5 The CM@R shall conduct the following weekly meetings at a minimum: Commission Meetings (with the commission and Architect), Subcontractor meetings, Coordination Meetings, Safety Meetings and Quality Meetings. In addition, the CM&R shall attend evening meetings as required or requested.

5.6 The CM@R shall evaluate and present all change order proposals to the commission.

5.7 The CM@R shall process all approved change orders.

5.8 The CM@R shall review submittals prior review by the Architect.

5.9 The CM@R shall receive and process payment requisitions.

5.10 The CM@R shall evaluate any and all claims and prepare written responses.

5.11 The CM@R shall manage the completion of the punch list to the satisfaction of the commission.

#### 6 Post Construction Phase:

6.1 The CM@R shall coordinate and submit all documents.

#### 7 Proposal /Evaluation Criteria:

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

7.2 **Executive Summary:** A one page cover letter describing why your firm is the most qualified for this project, its capacity and capability to perform and its commitment to the project budget and time frame requirements.

7.3 **Company History:** An overview of your firm's history and philosophy regarding cost control, scheduling, safety and quality assurance.

7.4 **Firm Organization:** A copy of your firm's organizational chart for this project. The organizational chart shall show the names and capacities of the team members with estimates of hours to be worked on this project. Also indicate which staff member(s) are an essential part of your team whose professional contributions are critical to the success of this project. Essential personnel shall be assigned to this project and cannot be removed without written authorization from the commission. The selected CM@R firm shall assign one qualified individual, to 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.

7.5 The CM@R must be State of Connecticut Department of Administrative Services Certified for CM@R category C. A copy of the certificate must be included with your proposal submittal

7.6 Resumes for all key personnel assigned to this project

8 **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. Include in this section, a list of your estimating, project management, scheduling and accounting software.

8.1 **Project Schedule:** A proposed project schedule including at minimum the following: a list of required permits, pre-construction activities, commission required items (i.e. grants secured milestones, approve design phases and budget, approve FF&E...), duration of schematic design and cost estimate, 100% design development and cost estimate, 100% construction documents and cost estimate, bid phase, award, notice to proceed date, both overall construction duration and location/ phase construction duration.

#### 9 Past Projects & References:

9.1 A list of ALL public projects including those undertaken in Connecticut within the past 10 years, particularly Public Safety and Police Stations, and any other similar projects, including brief descriptions of the projects, their forecasted budgets and actual costs, contact names, addresses, and phone numbers. Indicate the individuals on your staff who had responsibility for each project.

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

- New Construction
- Contract amounts similar to this project
- Federal funding
- Tax credit funding
- State of Connecticut funding
- Public Utilities incentive funding

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

9.4 **Safety Record:** Your firm's MOD safety rating for the past three years.

9.5 **Current Financial Condition:** Statement of your firm's financial condition and a copy of its latest annual report.

9.6 **Affirmative Action:** Statement of compliance.

## 10 Insurance Requirements:

*(Section 10, the term CM@ R will be replaced with the word contractor)*

10.1 Prior to the commencement of the work, and until final completion and acceptance of the work, the contractor shall procure and maintain the following types of insurance, and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best rating of A-(IX) or better. Such insurance shall protect and indemnify the Town of Bethel from all claims which may arise out of a result from the Contractor obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the contractor or by anyone for whose acts said contractor may be liable.

### 10.2 Worker's Compensation Insurance

Contractor and Contractor's subcontractor's shall provide worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with the limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease; and a policy limit of \$1,000,000. Such policy shall contain a "waiver of our right to recover from other endorsement" in favor of the Town of Bethel.

### 10.3 Commercial General Liability Insurance

Contractor and contractor's sub contractors 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 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 on a "per project aggregate" basis.

- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town of Bethel. Such coverage shall contain a broad form contractual liability endorsement or similar wording with the policy form.
- Such Policy shall name the Town of Bethel as an Additional Insured with respect to claims arising out of the Contractor's operations, completed operations and products by endorsement, ISO Form CG2010 and CG 2037.
- Such policy shall contain a waiver of subrogation in favor of the Town of Bethel.
- Such policy shall include coverage for the Contractor's sub-contractors or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.

### 10.4 Commercial Automobile Insurance

Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single basis. Such coverage shall also include hired and non-owned automobile coverage.

### 10.5 Umbrella Liability Insurance

Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (10.2) through (10.4). Such policy shall contain limits of liability, as a minimum, in the amount of \$10,000,000 each occurrence and \$10,000,000 in aggregate which may be amended during the term of the contract if deemed reasonable and customary by the Town of Bethel. Any additional cost shall be at the sole cost and expense of the contractor.

### 10.6 Errors/Omission: Professional Liability

Contractor shall provide, if required by the Town of Bethel, errors & omissions coverage in the contractor's professional liability with a limit no less than \$2,000,000 per claim and \$2,000,000 in aggregate. If on a claims made policy, such policy shall must have a retroactive date that coincides with, or precede start of service under this agreement and such policy shall be maintained for a period of two (2) years after completion of the project.

#### 10.7 Builder's Risk

The Town of Bethel shall provide or cause to be provided" special form" Builders Risk Insurance covering all improvements, betterments, and /or repairs, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project.

#### 10.8 Environmental Insurance

The Town of Bethel will investigate and consult with the contractor concerning the availability, effectiveness and cost of environmental insurance.

#### 10.9 Certificates of Insurance

Prior to the issuing of any notice to proceed by the Town of Bethel, the Contractor shall furnish the Town of Bethel with satisfactory evidence that it and they have the insurance coverage set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the Agreement or work, as applicable, and shall contain a provision that the policy will not be canceled or changed until thirty (30) days after the Town of Bethel has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

10.10 The Contractor shall advise all of their insurers of the contract provisions regarding insurance. The failure of Contractor to notify insurers of the contract provisions shall not relieve the Contractor from its insurance obligations under this Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this Agreement and the Town of Bethel retain the right to stop work until proper evidence of insurance is provided.

10.11 If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Contractor shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Contractor.

10.12 The Contractor shall require all sub-contractors to carry the insurance required herein. The Contractor shall cause all sub-contractors agreement to name the Town of Bethel as an additional insured and to provide certificates of insurance evidencing such coverage to the Town of Bethel.

10.13 The above requirements and certificate are subject to final approval by the Town's Insurance agent as to form and substance and could require changes in the types of coverage and limits.

#### 11 Indemnification:

11.1 The CM@R shall indemnify and hold harmless the Town of Bethel 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.

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

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

## 12 Cost Proposal:

12.1 Attached is a Project Cost Proposal form. This Proposal Form and the General Conditions Breakdown are to be included in your submission. The CM@R shall indicate any and all costs that are considered necessary for the completion of the project.

12.2 The CM@R is to base its fee on the enclosed drawings and an estimated hard cost construction budget of \$10,000,000.00 *with a construction duration of 16 to 24 months. The Cost Proposal shall be in a percentage of the budget format stating the value of all inclusive costs for all services required.*

12.3 The CM@R must submit its Cost Proposal in a sealed envelope that shall be clearly marked "Bethel Police Station Construction Manager @ Risk Services Proposal" Attn: Purchasing Agent Town of Bethel.

12.4 Proposals must be signed by an Officer of the Construction Manager Firm. Unsigned proposals will not be considered. Proposals are valid for 90 calendar days from the proposal due date.

## 12.5 Submission of Proposal:

One original and 6 copies and 1 electronic copy of the proposal must be submitted no later than March 8, 2016, 2:00 p.m. to:

Bethel Town Hall  
1 School Street  
Bethel CT. 06801  
Attn: Purchasing Agent Town of Bethel

## 12.6 Estimated Schedule of Events:

2/12/16 Issue RFP.

2/22/16 Written questions via e-mail only by 4:30 p.m. to: [psbuilding@bethel-ct.gov](mailto:psbuilding@bethel-ct.gov)

2/29/16 Questions answered. Via e-mail and posted only.

3/8/16 Receipt of Proposals at 2:00PM Bethel Town Hall

Week of 3/21/16 Selection Committee to notify selected proposers for interviews. Week of 3/28/16 Conduct interviews.

Week of 4/4/16 Selection completed, contract recommendation to the Board of Selectmen.

13 Additional Terms and Conditions:

13.1 THE TOWN OF BETHEL RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF THE TOWN OF BETHEL. The Town of Bethel may elect to meet with any, all or none of the Project Managers prior to selection to clarify their proposals. The Town of Bethel reserves the right to reject any or all of the proposals submitted. The Town of Bethel 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 future approvals pursuant to the Town of Bethel Charter and/or Code.

13.2 Any associated cost incurred in the preparation or submission of this proposal is at the sole expense of the proposer.

13.3 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.

13.5 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.

13.6 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 Bethel Town Hall Purchasing Department.

Attached Documents:

1. CM at Risk Bid Form (Attachment #1)
2. Cost Allocation Chart (Attachment #2)
3. Bethel Police Station Building Space Needs Study dated 2004 revised 2014, 29 pages (Attachment #3)
4. Schematic Design Drawings (Attachment #4)
5. A2/T2 Land Survey Drawing (Attachment #5)
6. Geotechnical report (Attachment #6)

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