

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

Town of Windsor Locks
Police Headquarters
&
Senior Center

Request for Proposal: RFP # SCPD-CM2022

RFP dated May 16, 2022

Proposals due: June 20, 2022 2PM

Issued By:

Town of Windsor Locks

Board of Selectmen

Windsor Locks, CT. 06096

1. Introduction:

The Town of Windsor Locks, Board of Selectmen, hereafter referred to as “Owner”, is requesting proposals for professional construction manager at risk services for a new +/-22,000 s.f. Police Headquarters and +/-17, 550 s.f. Senior Center proposed to be built on land available on Spring Street, Windsor Locks, CT, hereafter referred to as “the Project”. The primary goal of the Project is to provide complete oversight and construction management of the Project to ensure that the Project is delivered to the Owner on time and within the funding appropriation previously allocated by voters of the Town of Windsor Locks.

2. Design Elements:

The Town wishes to preserve as much of the character of the land around the Project as possible. The attached documents outline the general objectives and scope of the Project.

3. Scope of Work:

The Owner is interested in securing the services of a Construction Manager @ Risk (CM@R). The CM@R 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:

The CM@R shall provide budget estimates at the following design phases: 100% Schematic Design, 100% Design Development, and 90% Construction Documents.

The CM@R shall work with the Architect and the Owner’s Building Committee to phase the Project to accommodate the best interests of the Owner.

The CM@R will assist in presentations, as needed, to town or state officials, boards/committees and public hearings in order to secure necessary permits and approvals.

The CM@R will attend pre-construction meetings to review designs, offer input, and provide construction administration.

CM@R shall perform Constructability and Value Management services.

CM@R shall develop a CPM schedule and perform monthly updates throughout the Project duration.

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

The CM@R shall develop a Site Logistics Plan.

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

The CM@R 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.

The CM@R shall develop a Bidders List, a Bidding Schedule, and prepare the Bidding documents for solicitation.

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:

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

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

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.

The CM@R shall submit a monthly report to the Owner. This report shall include at a minimum, a written narrative, the updated Project budget status, updated schedule and Project logs.

The CM@R 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.

The CM@R shall evaluate and present all change order proposals to the Owner. The Architect shall process all approved change orders.

The CM@R shall review submittals prior to Architectural review.

The CM@R shall receive and process payment requisitions from subcontractors.

The CM@R shall evaluate any and all claims and prepare a written response.

The CM@R shall manage the completion of the punch list to the satisfaction of the Owner and Architect.

Post Construction Phase:

The CM@R shall coordinate and submit all as-built documents, including in-place site improvements.

4. Proposal / Evaluation Criteria:

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

Executive Summary: The CM@R 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 CM@R 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 CM@R

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 CM@R must submit resumes for all key personnel assigned to this Project.

The CM@R 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. Include in this section, a list of your estimating, Project management, scheduling, and accounting software.

Project Schedule: The CM@R must submit a proposed Project schedule. The proposed schedule is to include the following minimum activities: a listing of required permits, pre-construction 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 projects undertaken within the State of Connecticut within the past five (5) years, particularly Public Safety and Senior Centers, 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

Legal Issues: The CM@R 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 CM@R 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 CM@R 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 Windsor Locks 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 Windsor Locks.

Such insurance shall contain coverage for independent contractors, subcontractors and sub consultants of CM@R.

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 CM@R 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 CM@R 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 CM@R 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 CM@R 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 Windsor Locks 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 Windsor Locks, 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 CM@R and the CM@R 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. Indemnification:

The CM@R shall indemnify and hold harmless the Town of Windsor Locks 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. Cost Proposal:

A Cost Proposal and 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.

The CM@R is to base its fee on the attached drawings and an estimated construction budget of \$23,300,000.00 with construction duration of 20 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.

The CM@R must submit their Cost Proposal in a separate, sealed envelope that shall be clearly marked "COST PROPOSAL - Windsor Locks 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 Friday, June 20, 2022, to:

Windsor Locks Town Hall
50 Church Street
Windsor Locks, CT 06096
Attn: Mr. Paul Harrington, First Selectman

8. Estimated Schedule of Events (subject to change):

- 05/17/22 Issue RFP through Town of Windsor Locks website / DAS website.
- 05/31/22 Deadline for all questions pertaining to this RFP. Written questions via email-only to: Mr. Paul Harrington, First Selectman, pharrington@WLOCKS.com
- 06/11/22 Questions answered via email only to all CM's issued an RFP and registered with the Town of Windsor Locks.
- 06/20/22 Deadline for receipt of proposals at 2:00 PM, Windsor Locks Town Hall
- Week of 07/11/22 Building Committee to notify selected proposers for interviews.
- Week of 07/18/22 Conduct interviews, if desired.
- Week of 08/01/22 Selection completed, firm recommendation to the Board of Selectmen for contract negotiations and contract signing.

9. Additional Terms and Conditions:

THE TOWN OF WINDSOR LOCKS RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF THE TOWN OF WINDSOR LOCKS. The Town of Windsor Locks may elect to meet with any, all, or none of the Construction Manager's prior to selection to clarify their proposals. The Town of Windsor Locks reserves the right to reject any or all of the proposals submitted. The Town of Windsor Locks 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 Windsor Locks 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 Windsor Locks Town Hall.

Attached Documents:

- a. Proposed Site Plan for Windsor Locks Police Headquarters and Senior Center, dated October 10 ,2022, as prepared by Jacunski Humes Architects, LLC, Berlin, CT
- b. Proposed Floor Plan for Windsor Locks Police Headquarters, dated October 10 ,2022, as prepared by Jacunski Humes Architects, LLC, Berlin, CT
- c. Proposed Floor Plan for Windsor Locks Senior Center, dated October 10 ,2022, as prepared by Jacunski Humes Architects, LLC, Berlin, CT
- d. Proposed Exterior Elevation for Windsor Locks Police Headquarters, dated October 10 ,2022, as prepared by Jacunski Humes Architects, LLC, Berlin, CT
- e. Proposed Exterior Elevation for Windsor Locks Senior Center, dated October 10 ,2022, as prepared by Jacunski Humes Architects, LLC, Berlin, CT

END OF RFP