

# **REQUEST FOR PROPOSALS**

**FOR**

## **CONSTRUCTION MANAGER AT RISK**

### **PROFESSIONAL SERVICES FOR THE CONSTRUCTION AND COMPLETION OF THE EMERGENCY MEDICAL SERVICE FACILITY**

**FOR THE**

**TOWN OF MONROE, CT**

**Office of the First Selectman  
7 Fan Hill Road  
Monroe, CT 06468**

Date of Issuance: February 22, 2019

No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Town of Monroe ("Town"). The Town reserves the right to reject any and all bids and to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Town, it would be in their best interest to do so.

**Overview**

The Town of Monroe Connecticut (“Town”) and its EMS Building Committee (“Committee”) is requesting proposals for professional construction manager at risk services for the Monroe EMS Facility project. The primary goal of this project is to complete oversight and construction management of the project on time and within the allotted budget. (The project will require continuous operation of Emergency Medical Services during the construction period.

**Design Elements**

The Town of Monroe wishes to preserve the character of the existing facility and residential neighborhood at the project location. Construct the site including building renovations and additions (exterior and interior), while incorporating the technology necessary to operate a modern EMS Facility. These documents outline the general design objectives and requirements of this building project.

**Scope & Objectives**

The Town is interested in securing the services of a Construction Manager at Risk (“CMAR”). The CMAR scope of services shall generally follow that described in a standard AIA Construction Manager contract incorporating the provisions of a CMAR as set forth herein with modifications by the Town. To allow a base line comparison, the respondent shall provide the following services as a minimum:

**Pre-Construction Phase:**

The CMAR shall provide budget estimates at the following design phases: 80% Construction Documents.

The CMAR shall work with the architect and the Town to phase the project to accommodate the Town.

The CMAR will assist the architect in making presentations as needed to Town and/or state officials, boards, committees and at public hearings in order to secure necessary permits and approvals.

The CMAR will attend pre-construction meetings to review designs and coordinate with construction administration. Pre-construction meetings are to be held in Monroe at a location as designated by the Town.

CMAR shall perform constructability and value management services.

CMAR shall develop a Critical Path Method (“CPM”) schedule and perform monthly updates throughout the Project duration.

The CMAR shall identify Long Lead items and incorporate these items on their CPM Schedule.

The CMAR shall develop a Site Logistics Plan.

The CMAR shall develop a Site Specific Safety Plan.

The CMAR 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 this Project. The plan shall also consider project labor requirements and availability.

The CMAR shall develop a Bidding Schedule and prepare the Bidding documents for solicitation.

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The CM&R shall manage the bidding process, including, solicitation of bids, review of bids and the bidders scope reviews. This also includes reviewing the bids with and making recommendations to the Town, for the selection of Lowest Responsible Bidder(s). The Town in turn will use this information in putting together their recommendations to the First Selectmen for the award and issuing of the actual contracts. Final contract award is subject to the approval of the Town's Town Council.

### **Construction Phase:**

The CMAR shall maintain full-time supervision on site.

The CMAR shall be responsible for the administration, management, schedule and related services to coordinate the construction on site.

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

The CMAR shall submit a monthly report to the Committee. This report shall include at a minimum, a written narrative, the updated project budget status, updated schedule and project logs.

The CMAR shall conduct the following weekly meetings at a minimum: Owner Meetings (with the Owner and Architect), Subcontractor meetings, Coordination Meetings, Safety Meetings and Quality Meetings. In addition, the CMAR shall attend any night time meetings of the Committee.

The CMAR shall evaluate and present all change order proposals to the Committee. The CMAR shall process all approved change orders.

The CMAR shall review submittals prior to architectural review.

The CMAR shall receive and process payment requisitions.

The CMAR shall evaluate any and all claims and prepare a written response.

The CMAR shall manage the completion of the punch list to the satisfaction of the Committee.

### **Post Construction Phase:**

The CMAR shall coordinate and submit all documents.

<b>Submissions</b>
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### **Submission Timeline and Process**

- A site visit is scheduled for Thursday, March 14, 2019 at 10 a.m. at the Jockey Hollow Fire Station/Monroe EMS Facility, 54 Jockey Hollow Road. All are encouraged to attend. ***QUESTIONS WILL NOT BE ENTERTAINED DURING SITE VISITS, but may be submitted as outlined below.***
- Questions regarding this RFP **must be in writing and received by 12:30 p.m. on 03/21/2019.** The Town is not responsible for transmission issues, errors, or delays. Responses will be provided only to questions directed as follows:
  - Tanya Bombero via email at: [TBombero@monroect.org](mailto:TBombero@monroect.org)

or to 7 Fan Hill Road, Monroe, CT 06468

- All questions will be reviewed and a response provided via email, to the extent possible, **no later than 03/28/2019**. All prospective respondents will receive answers in writing to all questions submitted. It is the responsibility of each respondent to ensure they have received such responses. Any oral responses shall not be considered as responses from the Town of Monroe. No alleged "verbal interpretation" shall be held valid. The Town reserves the right to consolidate similar questions into a single response.
- Bid submissions must be received **no later than 12:30 p.m. on 04/04/2019**, ("Response Date") to be considered. Actual receipt is required by that time. Deposit in the mail is not sufficient. No submissions may be accepted or withdrawn after this deadline. The party submitting a response to this RFP shall be solely responsible for timely delivery. There will be no acceptance of late proposals and the Town of Monroe does not accept any responsibility for a late filing for any person and/or entity responding to this RFP.
- Bids shall be submitted in a sealed envelope or package clearly marked and addressed as follows:

Office of the First Selectman  
7 Fan Hill Road  
Monroe, CT 06468

**The following notation must appear in the lower left-hand corner:  
"Town of Monroe EMS Facility CMAR Services Proposal"**

- Submissions must include:
  - One (1) original and eight (8) copies are required.
  - One (1) electronic copy on CD, DVD, or USB Drive.
- No oral, telephone or telegraphic responses will be considered.
- The Town reserves the right to communicate with any or all of the bidders to clarify the provisions of their Proposals.
- The Town further reserves the right to request additional information from any bidder at any time after proposals are opened.
- 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 Town.

**Please provide the following information as part of your submission:**

To provide a complete analysis, all interested and capable parties ("Bidders") will be expected to provide, in the order given below, with each section addressed and tabbed:

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- **Executive Summary:** The CMAR must submit a one-page cover letter describing why your firm is the most qualified for this project, your capacity and capability to perform, and your 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 CMAR 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 Town. The selected CMAR firm will assign one 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 CMAR must submit resumes for all key personnel assigned to this project.

The CMAR 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 CMAR must submit a proposed project schedule. The proposed schedule is to include the following minimum activities: a listing of required permits, pre-construction activities, Town required items (i.e. grants secured milestones, approve design phases and budget, approve FF&E...), duration of schematic design and cost estimate, 80% 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.
- **Past Projects & References:** Include a list of ALL public projects undertaken in Connecticut within the past 5 years, particularly Public Safety and EMS Facilities, and any other similar project, including a brief description of the projects, their forecasted budget and actual cost, contact names, addresses, and phone numbers. 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/Renovations while occupied
  - Similar contract amounts as this project
  - Federal funding
  - Tax credit funding
  - State of Connecticut funding, specifically including but not limited to projects receiving Small Town Economic Assistance Program (STEAP) grants.
- Fees for your services on this project. The Town requires that a maximum fee for the service be provided in

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response to this RFP, but will additionally consider alternative fee structures.

- **Safety Record:** The CMAR shall submit its Experience Modification Rate (aka “MOD rate”) safety rating for the past five years.
- **Current Financial Condition:** Include company financial condition and annual report.
- **Affirmative Action:** Include statement of compliance.
- If your firm has been a party to arbitration, mediation, or litigation involving (a) any matter with the Town of Monroe or (b) with any other party regarding a similar project, state the identity of the customer, the nature of the proceedings, when and where the proceedings occurred, and any official file number or other identifier. Also state a summary of the issues and the results of the proceedings.
- The Bidder must disclose in writing any exceptions to the RFP and their proposal shall have no exceptions to this requirement. The exceptions to the RFP shall include, but not be limited to:
  - Deviations from specifications
  - Inability or unwillingness to meet any requirements of the RFP
  - Objections to insurance requirements
- The Bidder must inform the Town of any information concerning:
  - Listing of the Bidder on the State of Connecticut Debarment List
  - Ineligibility per Connecticut General Statute §31-57b due to occupational safety and health violations.

The above list shall not be considered all-inclusive. Project deliverables will remain the property of the Town of Monroe.

<b>Evaluation of Proposals</b>
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Proposals will be evaluated upon:

- A demonstrated understanding of the requirements of this project.
- Project approach and schedule.
- Qualifications and relevant expertise of key personnel assigned to the project and their proven ability to efficiently complete similar projects.
- Experience of the firm and project team, directly relating to this project.
- Comment and opinions of references.
- Ability of firm’s resources required to complete the project.
- Clarity and organization of the Proposal.
- Cost of the Proposal.

The Committee will evaluate proposals and make a recommendation to the First Selectman and the full Town Council. The successful Bidder must execute a contract with the Town of Monroe. The contract shall not be considered awarded until such time as the Town Council authorizes the First Selectman to execute any agreement. The Committee will also serve to assist the successful Bidder during the project as well as ensure the project milestones and deliverables are met.

The successful Bidder(s) shall have no authority to assign or subcontract any portion of the contract without prior written permission of the Town of Monroe. Prior to awarding any contract, the Town reserves the right to interview and request a presentation from any respondent based upon the proposals received. This Request for Proposal is only a solicitation for information. The Town is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of proposals and interviews. Proposals received after the deadline will be disqualified from consideration. The Town reserves the right to pursue or reject any and all proposals, in whole or in part, to give preference to local businesses, and to pursue any proposal deemed to be in the best interests of the Town. The Town is not under any obligation to award to the lowest priced response. The Town shall reserve rights to amend or to terminate the RFP at its sole discretion, and at any time.

<b>Terms and Conditions</b>
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**Bidder Representations:**

By making a proposal, the proposing Bidder represents that:

- a. The Bidder understands the requirements of this RFP and the work for which the proposal is submitted.
- b. The proposal is based upon the services, materials, equipment and systems required by this RFP without exception or qualification, except as expressly stated in the proposal.
- c. The Bidder is familiar with local conditions under which the services are to be performed and has correlated the Bidder's personal observations with the requirements of this RFP.
- d. The Bidder has not colluded with any other person in regard to any proposal submitted.
- e. The Bidder is not barred from proposing or performing work in any jurisdiction.
- f. The proposal is made in full conformance with this RFP.

**Freedom of Information:**

The Town will not be liable for any costs incurred in the preparation of the response to this Request for Proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. Respondents to this request for proposals are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

**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.

**Hold Harmless:**

Should a contract be awarded, the Town of Monroe will require the successful Bidder, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Town of Monroe and their municipal officers, directors, employees and agents, from and against all claims, loss, liability, cost, expense, and judgment, including attorney fees, court costs and expert witness fees, directly or indirectly relating to, resulting from, arising from or alleged to arise from such Contract with them.

The indemnification will not be effective as to any loss determined by a court of law to be exclusively attributable to the sole negligence of willful act or omission of the Town of Monroe and/or their officers, directors, employees and agents.

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

**Cost Proposal:**

A General Conditions Breakdown is to be included in your submission. The CMAR shall indicate any and all costs that are considered necessary for the completion of the project.

The CMAR is to base its fee on the attached drawings and an **estimated** construction cost of \$3,400,000.00 ***with a construction duration of 10 months. The Cost Proposal shall be in a percentage of the budget format stating the value of all inclusive costs for all services required.***

**Insurance:**

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

The selected CMAR 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 Monroe and the selected Architect as the Additional Insured will be grounds for termination of the contract.

**1. 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.

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

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).

**2. Commercial Automobile Liability Insurance**

The CMAR 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.

**3. Worker's Compensation Insurance**

The CMAR 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



**4. Umbrella Liability Insurance**

The CMAR 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.

**5. Professional Liability Insurance**

The CMAR 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 Monroe 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 Monroe, the selected Architect and the selected Construction Manager as an additional insured.

Certificates of Insurance using ISO forms CG2010 and CG 2030 shall be delivered to the Town 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 CMAR and the CMAR shall not allow any sub-consultants and/or subcontractors to commence work until the sub-consultants and/or subcontractor's insurance has been so obtained and approved.

This insurance must be maintained throughout this engagement, including tail coverage if applicable, and proof thereof must be provided upon request. Cancellation or changes to this insurance shall also be restricted to the requirements/notice procedures as stated above. Please indicate either your ability or inability to comply with this requirement. **Your proposal must include an ability or inability to comply with this Section.**

**Multiple Entities:** If two or more legal entities are collaborating to submit a proposal, the Town expects that the proposal will be submitted in the name of only one entity and any contract resulting from such proposal will be between The Town and the proposing legal entity, only. Include the legal name of the proposing Bidder and any collaborating entities, as well as a description of the relationship between them. If, in order to accept the proposal, The Town would be legally required to enter into a contract with more than one legal entity, please describe the proposed structure in the proposal.

**Acknowledgement:** Proposals must be signed by an authorized representative of the proposing Bidder, identified by name and title, with an acknowledgement to include that the proposal will be valid for a period of not less than one hundred fifty (150) days from the Response Date.

**Contract:** Any contract resulting from a proposal submitted in response to this RFP will include terms and conditions stipulated by The Town, including, without limitation, additional Bidder representations and warranties, service level commitments, Bidder insurance requirements, non-exclusivity, and Town Indemnification any contract resulting from the award of this RFP must be approved and authorized by the Town Council.

**Included Documents**

The following included documents are available at <https://drive.google.com/drive/folders/1gaiV1J74HDcmRfYVTCiW-6lJPNQh8RJA?usp=sharing>

- **Proposed Site Plan, dated 11/21/16**
- **Proposed Floor Plan, dated 11/21/16**
- **Existing Conditions Plan, dated 1/16/19**
- **Existing Floor Plans, dated 11/21/16**
- **Existing Site Plan, dated 11/21/16**
- **Proposed Exterior Rendering, Front Elevation**