

REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES

Lymes' Senior Center Renovation and Expansion

July 20, 2023

Please send inquiries to:

Jeri Baker, Chair of the Lymes' Senior Center Building Committee at lolsrctrbldg@gmail.com

Submissions are to be sent to the Dropbox listed here:

https://www.dropbox.com/sh/h7lsw6lbqmwzg85/AAA3HXoAF7dmWqr9_WMuBecWa?dl=0

SECTION I: GENERAL INFORMATION

A. Purpose

The towns of Old Lyme and Lyme, "Owners", are seeking to engage the services of a construction management firm for the renovation of the Lyme's Senior Center located at 26 Towns Wood Road, Old Lyme. Anticipated turnover of the building site is October 15, 2023 with a projected completion of the project and reopening of October 2024. The Owners must comply with procuring professional services in conformance with related State of Connecticut laws and regulations. This Request for Proposal is seeking construction management teams with experience in renovation and construction related to senior centers in Connecticut to provide construction management services for the Project. This Request for Proposal is sometimes referred to herein as "RFP."

B. Project Information

The building changes will occur within the current building footprint and additional expanded space. While addressing necessary expansion needs, we will renovate space to better meet the needs of today's members and those of the future. The plans include the following improvements:

- Both new and reconfigured assembly spaces with easy-to-use technology (4 total)
- Fire suppression system
- Addition of motorized partitions to give flexibility and access to assembly spaces
- Reconfigured office suite space with assistive technology
- Reconfigure access to assembly spaces with new hallway design
- Additional new smaller septic system to accommodate new sinks and bathroom
- New entry for "greeter café" for better membership service and information
- New technology with updated AV and speaker system with hearing assistance modifications
- Improved storage throughout the facility
- Additional parking spaces, along with more conveniently located handicap parking
- Updated lighting throughout the facility and grounds to meet current code

1. Construction Budget:

The Construction Budget is approx. 4,750,923 which includes CM Fee, General Conditions, Bond and insurance cost.

2. Approximate Design and Construction Schedule:

This schedule is subject to CM and Owners' approval

Design Phase: 2020 – July 15, 2023

Construction Phase: Bid October-November 2023

Construction : October/November 2023-October 2024

C. Scope of Work

The selected Construction Manager will be expected to provide construction management services for the Project in accordance with an agreement that will include, without limitation, provisions required by the State of Connecticut. The selected Construction Manager will provide the following types of services:

1. *Pre-Construction Phase*

- a. Development of Critical Path Method schedule for the Project, including phasing and temporary construction projects.
- b. Attend all Project meetings with Building Committee and Architect
- c. Development of Site Logistics Plans to show placement of materials storage, etc.
- d. Development of a Safety Program for the Project
- e. Development of Bid Packages, including the division of work into packages for bidding so as to achieve complete build-out of the Project.
- f. Identification and securing of long lead time items.
- g. Development of bidders list for each of the trades and bid packages.
- h. Development of bidding schedules.
- i. Solicit bids.
- j. Review of bids received.
- k. Recommendations of bids received.
- l. Review project labor requirements and availability for Project,
- m. Provide full project accounting. (Tracking Owner's Soft Cost & Construction Cost)
- n. Project accounting will be coordinated between the Owner and the Town of Old Lyme since funding will be provided from different sources.
- o. Assist with required paperwork for grants obtained by the Senior Center.

2. *Construction Phase*

- a. Maintenance of certified payrolls, files of all job related correspondence, including but not limited to shop drawings, approvals, meeting minutes, change orders.
- b. Administration, management, scheduling and related services to coordinate the Construction of the Project
- c. Schedule and coordinate weekly job-site meetings involving all contractors on the Project.
- d. Attendance at administrative meetings involving, but not limited to, Owners and the Project's architect and others, as needed.
- e. Receive, review and recommend for payment applications for payments submitted by contractors and vendors. (Coordinate payment applications with the owners and Town of Old Lyme)
- f. Evaluation of claims and changes in the work from contractors, including initial evaluation of claim and preparation of written response complete with suggested actions.
- g. Completion of punch list and management of all items until work is completed to the satisfaction of the Owners.

- h. Monitor and report status of budget, schedule, submittals, RFI's, changes in the work maintain logs of all. Report the same to the Owners monthly.
- i. Maintain full-time supervision on site.
- j. Review shop drawings and submittals prior to architectural review.
- k. Initiate, present and defend all contracts and requests for change orders and purchase orders.
- l. Assist with required paperwork for grants obtained by the Senior Center.

3. *Post- Construction Phase*

- a. Coordinate all closeouts, punchlist and commissioning activities.
- b. Assist for all required paperwork for grants obtained by the Senior Center

SECTION II: INSTRUCTIONS TO OFFERORS

A. *Questions and Answers about RFP*

Questions should be directed in writing to Jeri Baker at lolsrcrtrbldg@gmail.com with the subject line, *Building Project Questions*.

B. *Property of Owner*

Any information or materials submitted as a response to this RFP shall become the property of the Owners and will not be returned.

C. *Form of Agreement*

The form of agreement will be the AIA A133 –2019 and associated General Conditions, subject to potential modifications by the Owner.

RESPONSE TO REQUEST FOR PROPOSALS:

Firms wishing to respond to this RFP may contact only the person identified IN SECTION II.B. herein. NO DIRECT OR INDIRECT CONTACT WITH ANY OTHER PERSON IS ALLOWED AND ANY SUCH CONTACT WILL BE GROUNDS FOR IMMEDIATE REJECTION OF AN OFFEROR'S QUALIFICATIONS AND OTHER RIGHTS AND REMEDIES AVAILABLE TO THE OWNERS AT LAW OR IN EQUITY.

Neither the Owner nor any of its officers, directors, employees, advisors or authorized agents shall be liable for any claims or damages resulting from inaccuracy of any information provided to any offeror, or from the evaluation, selection, or non-selection of any proposals submitted in response to this RFP.

RIGHT TO REJECT SUBMISSIONS/OTHER RIGHTS.

This RFP shall in no way obligate the Owners to select a firm. The Owners reserve the right, in their sole discretion, to accept or reject any or all proposals or parts thereof with or without prior discussion with any offeror.

- **Price.** In issuing this Request for Proposal, it is the intent of the Owners that the successful CM will provide the required services for a fixed fee. It is further the intent of the Owners that the successful CM will provide a Guaranteed Maximum Price (GMP) for the cost of the construction of the Project to include a Guaranteed Delivery Date. The successful CM will accept the following stipulations:
 - Provide Performance and Material and Labor Payment Bonds in the amount of 100% of the GMP.
 - Individual Trade Contracts will be between the CM and the Trade Contractors, subject to Owner approval.
 - The CM will not perform any portion of the Project with its own forces except as may be mutually agreed to by the owner and the CM.
 - The CM will be “at risk” in the proposed undertaking and will be responsible for completing the Project within the GMP.
 - Should the final cost of the Project be less than the GMP, all savings shall belong to Owners.
 - An agreed percentage of pay applications will be held in retention.
 - The Owners shall have the authority to suspend or terminate performance of the Project.
 - Construction Manager will share with the Owners the calculations and assumptions on which the CM’s proposed GMP is based and provided to Owners any information requested by Owners in a timely manner or according to a schedule developed by the parties.
 - Honor any fee stated in the response to the RFP as a monthly fee in the event that the Project extends beyond the anticipated time frame.

SECTION III: GENERAL TERMS AND CONDITIONS

A prospective respondent must be willing to adhere to the terms and conditions of this RFP, including the following, and must positively state its acceptance and compliance with them in its submission.

A. Acceptance or Rejection by the Owners - The Owners reserve the right to accept and/or reject any or all proposals submitted for consideration, if doing so serves the best interests of the Owners. Respondents whose proposals are not accepted will be notified in writing.

B. Ownership of Documents - All proposals submitted in response to this RFP become the sole property of the Owners and subject to the provisions of FOIA.

C. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP, becomes the sole property of the Owners unless stated otherwise in the RFP or contract.

D. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the Owners.

E. Oral Agreements - Any alleged oral agreement or arrangement made by a respondent with any committee, employee or agent of the Owners will be void and of no force and effect.

F. Amending or Canceling Requests - The Owners reserve the right to amend or cancel this RFP prior to the due date and time, if it is deemed in the best interest of the Owners or the project to do so. The RFP process may be terminated at any time without liability.

G. Rejection for Default or Misrepresentation - The Owners reserve the right to reject the proposal of any respondent that is or was (or whose affiliate is or was) in default of any prior contract with Owners, or for misrepresentation.

H. Clerical Errors in Awards - The Owners reserve the right to correct inaccurate awards resulting from its clerical errors.

I. Rejection of Qualification Statements - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

J. Changes to Qualification Statements - No additions or changes to the original proposals will be allowed after the submittal.

K. Contract Requirements - A formal agreement will be entered into with the firm selected.

L. Rights Reserved to the Owners - The Owners reserve the right to reject any and all proposals in whole or in part, or to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Owners or the Project will be served by doing so.

M. Withdrawal of Proposal Statements - Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the submittal of the proposal.

N. Assigning, Transferring of Agreement - The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement resulting from the RFP, its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior consent and approval in writing by the Owners, which consent may be granted or withheld in their sole discretion.

O. Cost of Preparing Proposals - The Owners shall not be responsible for any expenses incurred by the respondent in preparing and submitting, or otherwise in connection with a proposal. A proposal shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

SECTION IV: INSURANCE REQUIREMENTS

A. General Requirements

The Construction Manager shall be responsible for maintaining insurance coverage in force for the term of the contract of the kinds and adequate amounts to secure all of the Construction Manager obligations under the contract with an insurance company(ies) with an AM Best Rating of A- or better licensed to write such insurance in the State of Connecticut and acceptable to the Owners.

The insurer shall provide the Owners with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the execution and delivery of the contract describing the coverage and providing that the insurer shall give the Owners written notice at least thirty (30) days in advance of any termination, expiration or non-renewal, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Construction Manager's responsibility under the contract, with tail coverage acceptable to the Owners for any claims made policies.

The Construction Manager, at the Construction Manager own cost and expense, shall procure and maintain all insurances required and shall include the Owners as an additional insured on all policies. In order to facilitate this requirement for insurance, it is recommended that the Construction Manager's forward a copy of these requirements to the Construction Manager's insurance representative(s).

B. Other Requirements

1. Subcontractor Requirements. The Construction Manager shall require any subcontractors and independent contractors hired by the Construction Manager to carry sufficient amounts of insurance and to obtain certificates of insurance which shall be submitted to and approved by the Owners before such subcontractors and independent contractors are permitted to begin work.

The Construction Manager shall require that the Owners be included as additional insureds on all subcontractors' and independent contractors' insurance before permitted to begin work.

The Construction Manager and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Owners and their officers, agents, advisers, servants and employees.

2. Other Data. The Owners reserve the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

EXHIBIT A - STAFF-TASK MATRIX**Project: Lymes' Senior Center Renovation/Expansion****Page 1 of 2**

Item Description	General Conditions	Supplied by Owner	Supplied by Trades	Included in CM Fee	Comments
Pre-Construction Services					
Cost Estimating				X	All costs included in lump sum Preconstruction Fee
Value Engineering				X	All costs included in lump sum Preconstruction Fee
Constructability Reviews				X	All costs included in lump sum Preconstruction Fee
Schedule With Updates				X	All costs included in lump sum Preconstruction Fee
Safety Plan				X	All costs included in lump sum Preconstruction Fee
Sustainability/LEED Reviews				X	All costs included in lump sum Preconstruction Fee
Early Lead Procurement/Buyout				X	All costs included in lump sum Preconstruction Fee
Other (Explain)				X	All costs included in lump sum Preconstruction Fee
Construction Services					
Travel & Out of Pocket Expenses	X				
Office Mobilization	X				
Field Office Rental	X				
Field Office Installation/Removal	X				
Field Office Furniture	X				
Field Office Cleaning	X				
Field Office Maintenance & Repair	X				
Field Office Security	X				
Owner Office	X				
Shed &/or Storage Trailer	X				
Furniture (Other)	X				
Stationary & Supplies	X				
Postage & Shipping	X				
Office Equipment	X				
Jobsite Copy Machine	X				
Computers	X				
Internet Connection	X				
Computer Software	X				
Licensing Fees	X				
On-Site IT Support	X				
Telephone	X				
Fax Lines	X				
Communication Equipment	X				
Photocopying	X				
Office Utilities	X				
Drinking Water / Coffee	X				
Data Processing / IT				X	
First Aid Supplies	X				
Project Vehicle	X				
Project Vehicle Fuel	X				
Project Vehicle Maintenance	X				
Survey Equipment & Supplies			X		
Project Signage	X				
Records Storage				X	
Reproduction Costs for CM Use	X				
Progress Photos	X				
Safety Compliance Material & Labor			X		
Staff Training				X	
Building Perimeter Protection			X		
Cleaning & Maintenance			X		
Toilets			X		
Site Fencing & Gates			X		
Construction Fencing & Gates			X		
Ladders, Ramps & Gates			X		
Building Enclosures			X		
Finish Work Protection			X		
Dust Partitions			X		

EXHIBIT A - STAFF-TASK MATRIX**Project: Lymes' Senior Center Renovation/Expansion****Page 2 of 2**

Item Description	General Conditions	Supplied by Owner	Supplied by Trades	Included in CM Fee	Comments
Hygiene Plan Requirements			X		
Water consumption		X			
Electrical - Install & Maintenance			X		
Electrical - Consumption		X			
Heat - Install & Maintain			X		
Heat - Fuel Consumption		X			
Fire Protection			X		
Watchman / Security Services		X			
Roads - Install & Maintain			X		
Barricades			X		
Traffic Control			X		
Mud & Dust Control			X		
Mud Pads @ Exits			X		
Wheel Wash Stations			X		
Parking			X		
Temporary elevator Service			X		
Personnel & Material Service			X		
Building Permit Application	X				
Building Permit Fee		X			
General & Excess Liability Insurance	X				
Builders Risk Insurance		X			
Contract Document Printing	X				
Shop Drawing Printing			X		
Legal Surveys		X			
Field Engineering Services			X		
Pest Control			X		
Testing Services		X			
Special Inspection Services		X			
Advertising Expenses		X			
Trash Dumpster Rental & Removal			X		
Trash Dumpster Tipping Fee			X		
Interim Clean-up			X		
Trash Chutes & Hoppers			X		
Final Clean-up & Window Wash			X		
Winter Protection			X		
General Weather Protection			X		
Snow Removal			X		
Maintenance of Silt Barriers			X		
Web Site Start-up		X			
Web Site Maintenance		X			
Payment & Performance Bond	X				

EXHIBIT B - SAMPLE FEE PROPOSAL FORM
Project: Lymes' Senior Center Renovation/Expansion

Page 1 of 1

Firm Name:

Fee/Compensation Description	In Dollars	By Percentage (of the construction budget)
Preconstruction		
Pre-Construction Phase Fixed Fee	\$ -	
Construction Fees		
Staffing Costs for Construction	\$ -	
General Conditions/Reimbursables	\$ -	
Insurance	\$ -	
Bond Costs	\$ -	
Total CM GC's	\$	
Construction Phase Fee		
Total Construction Budget	\$	

EXHIBIT C
AFFIRMATIVE ACTION POLICY STATEMENT

(must be submitted on Respondent firm's letterhead)

It has always been the policy and will continue to be the strong commitment of _____ and all contractors and subcontractors who do business with the undersigned to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. _____, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition. of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

DATE

Signature of Authorized Signer

EXHIBIT D
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No () If answer is yes, identify the most recent contract.
2. Compliance reports were required to be filed in connection with such contract or subcontract
Yes () No () If answer is yes, identify the most recent contract.
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
Yes () No () Not Required ()
4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

EXHIBIT E
CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

“Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____ By: _____

Official Address: _____

Title: _____

**EXHIBIT F
INSURANCE REQUIREMENTS**

	INSURANCE REQUIREMENTS – PENDING POSSIBLE UPDATE
Commercial General Liability	<p>\$1,000,000 per occurrence \$2,000,000 aggregate bodily injury/property damage \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed operations aggregate The CGL policy must include coverage for:</p> <ul style="list-style-type: none"> • liability from premises and operations. • liability from products or completed operations. • liability from actions of independent contractors. • liability assumed by contract.
Conditions	<p>All coverage provided to Owner under this section must be primary and non-contributory with any other insurance available to Owner. Owner and Town of Old Lyme must be specifically named as “additional insured” on the CGL policy with ISO form CG 20 10 or CG 20 26 or equivalent acceptable to Owner. Owner and Town of Old Lyme must <i>also</i> be named as “additional insured” for Products/Completed Operations on the CGL policy with form CG 20 37 or equivalent acceptable to Owner.</p> <p>Any Aggregate limit must apply per job/project. The Owner requires that these aggregate limits be maintained by the Construction Manager as required. It is the responsibility of the Construction Manager or it’s representative to notify the Owner if ever or whenever claims reduce the General Aggregate below \$1,000,000.</p> <p>Products/completed operations must be carried for 2 years after completion of job/acceptance by Owner.</p>
Automobile Liability	<p>\$1,000,000 each accident \$2,000,000 aggregate for bodily injury/property damage, including hired owned & non-owned vehicles. Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below).</p>
Umbrella Liability	<p>\$5,000,000 Limits must be excess over underlying limits described above. All coverage provided to Owner under this section must be at least as broad as that found in the underlying policies, and must be primary and non-contributory with any other insurance available to Owner.</p>
Workers' Compensation	<p>Liability meeting statutory limits mandated by the state and Federal laws with minimum limits of: \$500,000 each accident for bodily injury by accident \$500,000 each employee for bodily injury by disease \$500,000 policy limit for bodily injury by disease Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below).</p>
Employers Liability	<p>\$500,000 each accident Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below).</p>
Professional Liability	<p>\$2,000,000 per occurrence/ \$5,000,000 aggregate. Maximum deductible \$100,000. Extended reporting period for (6) years following termination of this agreement.</p>