

Legal Notice

**Town of Branford
Dan Cosgrove Animal Shelter**

**Request for Proposals
Construction Manager - Renovation and Addition**

The Town of Branford and Dan Cosgrove Animal Shelter are seeking qualified professionals to provide construction management services for renovation and an addition to the existing animal shelter. Specifications may be obtained from the Town's website at www.branford-ct.gov.

Request for Proposals are to be submitted in a sealed envelope marked "**Dan Cosgrove Animal Shelter**" to the Finance Department, 1019 Main Street, Branford, CT 06405 by **11:00 a.m. Wednesday, December 23, 2020**. No RFPs will be accepted after that date and time.

The Board of Selectmen or the majority reserves the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford.

James Finch
Finance Director

**Town of Branford
Dan Cosgrove Animal Shelter**

**Request for Proposal
Construction Management Services-Renovation and Addition**

The Town of Branford and Dan Cosgrove Animal Shelter are seeking a qualified firm or professional to provide construction management services for the design development through construction of the Shelter's renovation and addition project.

Dan Cosgrove Animal Shelter

The construction of the current facility was the result of a community coming together for a common purpose almost 20 years ago. Back then, many volunteers working with businesses, residents, state and local officials raised private donations and grants as seed money for the shelter. The Town built the current shelter, with additional financial support from North Branford. The shelter provides significant animal control and animal rescue, education, outreach and adoption services to Branford and North Branford. It is a unique feature on the shoreline, drawing supporters from not only many towns across Connecticut, but also other States as well.

Purpose and Project Background

The building will roughly double in size – it will be better equipped to serve animals and people; better able to promote animal health, human and animal safety, and adoptions; and will create tremendous efficiencies (visiting vets, more volunteers, ventilation). There will be two entrances – one for the adopting public and one for Animal Control Officers, veterinarians and sick animals. The entrance for the public will showcase the animals available for adoption, with visible cat play areas and screens displaying photos of animals available for adoption in the lobby. Off the lobby, there will be a 500 square foot community education and training room that will allow the shelter to host animal clinics, conduct volunteer training, welcome school groups, etc.

The new space will also feature three pet visiting rooms, where people can safely get to know animals one-on-one before adopting. There will be expanded cat adoption rooms, as well as additional critter space to house bunnies, guinea pigs, snakes, ferrets, and more. Dog kennels will be upgraded and renovated to create a less prison-like setting, and there will be air conditioning, so dogs are not endangered during hot summer months.

There will be a wellness wing, accessible only to staff and medical professionals. It will feature added quarantine space, dedicated pregnant and newborn cat space, a medical exam room for visiting vets, and new ventilation to contain infection. There will be added storage, additional space for mechanicals, a pet food pantry room, a redesigned laundry and grooming area, a small barn for outdoor animals, a shower for decontamination, and space for Animal Control Officers to conduct cruelty investigations out of the public view. There will also be a new entry at the road and new driveway and parking areas. In addition, the shelter will have new privacy fencing and landscaping.

The Town has selected the architectural firm of Joseph Sepot Architects to be the project architect.

The design consists of a major renovation to the existing 2,600 SF building and 3,000 SF in additions to the original building.

The shelter is moving forward with Design Development and Construction Documents, for which we are seeking a qualified Construction Manager to join the Design Team.

Timeline

Design Development:	December 4th
CM Estimating & P&Z	December-Early Jan
Construction Documents	Mid-January
Bidding	1 st Qtr 2021
Construction (TBD)	Spring 2021

Responsibilities

The construction manager shall be expected to perform all professional services consistent with the industry-accepted roles and standards of a construction manager. In general, they shall include but not be limited to:

1. Work with the Architect and Owner as early in the process as practical to assess costs and to help adjust the scope of work to meet the Owner's budget. Provide a constructability review. Attendance at meetings with the Owner, Architect, and/or Engineer weekly is required and as necessary throughout the pre-construction and construction process.
2. Attendance at Public Committee meetings once a month or as required through the pre-construction and construction process.
3. Open book sub-contracting. All sub-contracts to be competitively sub-bid by not less than three (3) pre-qualified sub-bidders for each trade or bid package and presented to the Owner and Architect. The owner reserves the right to accept less than three (3) bidders if needed.
4. Responsibility for and management of all project scheduling for all construction activities, including integration of schedules related to cabling, furniture, and other systems if provided by others. The construction manager's preparation and maintenance of a master project schedule shall not imply responsibility for the performance of contractors separately employed by the Owner.
5. Construction management, coordination, inspection, supervision, safety, and quality control services. Construction phase records, certified payroll, as-builts, and accounting.

Qualification Criteria

Minimum Criteria – To be qualified, construction management firms must demonstrate the following:

1. Experience with (3) similar project types
2. Financial stability.
3. History of responsiveness and ability to deliver projects on time and under budget.

Submission Requirements – Provide description of qualifications for providing construction management services by the firm including:

1. Cover letter stating a brief summary of the firm's qualifications and interest in the project.
2. Company profile and general qualifications.
 - a. Provide a brief history of the firm.
 - b. Give an overview of the philosophy of the firm.
 - c. Bonding Capacity.
 - d. Insurance carried.
 - e. Statement of litigation or insurance claims.
3. Project organization and personnel resources.
 - a. Describe organizational structure.
 - b. Include resumes of staff assigned to project.
 - c. Current workload and ability to perform on this project.
4. Description of project management style and methods. Include:
 - a. Cost estimating.
 - b. Method of quality and cost control
 - c. Approach to construction project management and submittal review.
5. Relevant project experience. Include:
 - a. Project construction cost.
 - b. Completion date.
 - c. References with contact information.

Other information may be included such as additional qualifications, and/or exceptions as each construction manager and/or firm may consider appropriate to aid the selection process. The Owner retains the right to waive any informality, to reject any or all submissions, or to accept any submission determined to be in the Owner's best interest.

Selection Criteria

Proposal – Provide description and cost of services the firm proposes to provide, including:

Pre-Construction Services

1. Pre-Construction fee, as a lump sum. The bidder shall provide the cost to provide a Detailed Design Development Cost estimate and a constructability review of the documents. The CM shall provide and manage a detailed project schedule.
2. Attend RTM, Board of Selectmen and Board of Finance meetings as required.

Bidding and Construction Services

1. Proposed construction manager's fees as a percent of the total cost of construction.
2. Proposed General Conditions Provide a cost for General Conditions as both a cost per month and total cost assuming 10 months.
3. Proposed costs for project modifications (if needed). Include:
 - Fee as a percentage of the modification cost.
 - General Conditions for a change not affecting the length of the project as a lump sum.
 - General Conditions for an increase or decrease of the length of the project.
4. Bonds and Insurance coverage including:
 - Statement of Bonding Company and Bonding Capacity
 - Provide cost of Performance and Payment Bond.
 - Insurance requirements, see attached
 - Provide cost for General Liability Insurance
 - Non-Collusion Affidavit, see attached
5. The construction manager's proposed modifications, if any, to contract forms to be used for this project (A121 CMc and A201). Modifications are at the Owner's discretion.

Conditions of Proposal

The Guaranteed Maximum Price (GMP) will be approved by the Owner. The Construction Manager is expected to work with the Owner and the Architect to verify that the scope will fit within the set budget, and if not, work with the Owner and Architect to adjust the scope to meet the budget. On completion of the project 100% of GMP savings is to be returned to the Owner. It is the Owner's intent that all work be bid to sub-contractors. Work self-performed (by trade) by the Construction Manager must be won through a competitive bid and each trade bid cannot exceed 10% of the GMP. All subcontractors shall be subject to the acceptance of the Owner. All mechanical and electrical sub-bidders shall be qualified and must have directly related experience. The Owner requests that effort be given to finding local sub-contractors whenever practical. The Owner may at any time terminate the services and/or contract with the construction manager for the Owner's convenience and without cause. In the event of such termination for the Owner's convenience, the contractor shall be entitled to receive payment from the Owner limited to actual documented expenses of the construction manager as of such date.

Construction Drawings will be completed by Joseph Sepot Architects, Inc. It is expected that the construction manager will submit requisitions for completed work on a monthly basis and that 5% retainage will be withheld until a reduction in retainage is agreed to by the Owner and Architect.

The project is funded through Town funds and therefore must follow the Town procurement process and State rules regarding its use, including prevailing wage rates.

The Owner retains the right to waive any informality, to reject any or all proposals, or to accept any proposal determined to be in the Owner's best interest.

The owner has the right to apply Liquidated Damages if construction is not completed as stated by the CM proposed schedule. The Liquidated Damages include the elimination of the CM Fee and General Conditions for the time exceeding 12 months.

Enclosed are the following preliminary documents:

- List of General Conditions
- Proposal Form
- Insurance Requirements
- Non-collusion Affidavit
- Conceptual Design Drawings

The Shelter facility will be available for inspection on **Tuesday, December 15 at 11am**. More information about the animal shelter can be found at <https://www.branford-ct.gov/departments/animal-shelter>

Bids should be received no later than 11:00 am on Wednesday, December 23, 2020.

All bidders are responsible for checking the Town's website at www.branford-ct.gov for addenda.

Questions regarding this RFP should be directed to the Town Engineer in writing or by email at jhoefferle@branford-ct.gov

Town of Branford
c/o Town Engineer
1019 Main St, PO Box 150
Branford, CT 06405

For the purposes of preparing fee proposals, construction managers are advised that the following shall be considered as general conditions for this project:

- Bonds and Insurances
- Payment and Performance Bond – list separately on proposal form
- General liability Insurance – list separately on proposal form
- Umbrella Coverage Insurance
- Additional Insurances as recommended by the Contractor
- Project Specific Salaries
- Project Executive
- Project Manager
- Assistant Project Manager
- Clerical and Accounting
- Safety Officer
- Jobsite Superintendent
- Foreman
- Field Office
- Trailer with meeting space
- Office Equipment
- Office Supplies
- Temporary Utilities and Facilities
- Telephones
- Internet
- Temporary Electric
- Temporary Water
- Storage Trailers (those not in sub-contracts)
- Fencing
- Project Specific Services
- Postage
- Printing
- Project Layout
- Project Safety
- Project Security
- Travel Expenses
- Tool Rental
- Daily Clean-Up
- Dumpsters and Disposal
- Final Cleaning
- Record Drawings
- Winter Conditions –allowance of \$20,000

PROPOSAL FORM

1. Pre-Construction Fee: \$ _____

2. Construction Management Fee based on \$2,200,000: \$ _____

Sub-contract value:

3. Cost of General Conditions (per matrix) for a 10 month total length of the construction project: \$ _____

Winter Conditions Allowance: **\$20,000**

PROJECT TOTAL: \$ _____

4. Proposed Costs for Project Modification:

Fee: _____ %

5. Incentive Fee (30 day minimum): _____ %

6. Bonds and Insurance:

Cost of Performance and Payment Bond: \$ _____

Cost of General Liability: \$ _____

7. Provide proposed changes to contracts (AIA A121 CMc and AIA A201).

Include in a separate document if any:

8. List trades to be self-performed. Include in a separate document if any:

Submitted by:

Name: _____

Signature: _____ Date: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Company E-Mail: _____

END OF PROPOSAL FORM

Insurance Requirements

Construction manager and sub-contractors shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Branford and State of Connecticut as Additional Insured on a primary and non-contributory basis to the Bidder's Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	-Include Waiver of Subrogation	
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented prior to purchase order/contract issuance. Bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy.

Hold Harmless Requirements

The Construction Manager shall, at all times, indemnify and save harmless the Town of Branford and the State of Connecticut, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract.

NON-COLLUSION AFFIDAVIT

State of: _____

County of: _____, SS)

_____ ; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public: _____

My Commission expires _____, 20____.