

**Town of Branford
Police Department**

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

The Town of Branford is seeking a qualified firm or professional to provide Construction Management services for design development through construction of a major renovation to the police department facility at 33 Laurel St. Branford, CT.

Police Department Facility

The construction and occupancy of the current facility was completed in 1995. The building lot consists of a municipal complex that includes the Department of Police Services and an adjacent Volunteer Services center (Located on Harrison Ave) that includes an indoor police firearms range. Police Services and a 9-1-1 communication center operate 24/7/365 out of the facility at 33 Laurel St. The police facility currently houses 52 police officers, 10 telecommunicators, 4 part time officers, 4 records clerks, 2 information technology employees, 1 police social worker and 1 crime analyst. The current facility size on the lower level includes 12,455 gross square feet and on the main level, 12,143 gross s.f. for a total area of 24,598 gross s.f. In 2008, lead remediation and HVAC upgrades to the police range were completed; in 2013 a communications upgrades to the radio systems and in 2017, 10 roof top gas fired units and one dedicated outdoor air unit was replaced. However, this project includes HVAC upgrades to correct on-going issues.

Purpose and Project Background

High moisture levels have been an issue within the lower level of the building for an extended period of time. High levels of humidity resulted in the lack of adhesion of flooring tiles; bubbles, blisters and cracks appear on areas that have epoxy coated floors, rust to lockers and other building materials located close to the floor, rust on equipment stored inside lockers (guns, cuffs, batons).

In 2019, the Town of Branford contracted with Hoffman Architects to conduct a Slab Moisture Investigation. Specific tests related to concrete slab moisture was completed at selected locations throughout the lower level of the police facility. A report produced in May of 2020, found moisture vapor transmission rate (MVER) between 8.6-13.7 pounds per 1000 square feet. Hoffman Architects professional opinion was that the slab was cast without an effective vapor barrier, which was the primary reason for the excessive water vapor transmission through the slab. Negative side waterproofing was recommended to mitigate the excessive moisture vapor transmission rate.

Current cell blocks were original to a police facility located on Harrison Ave and utilized during the 1995 construction of the Laurel St. police facility. These old style cell blocks have bars on the front cell doors, which is illegal in some states and not up to modern day professional policing standards. The cells lack adequate ventilation, fresh air return and fire suppression. The fixtures in the cell blocks are original to the building and are beyond their useful life. The footprint of the cell block is too large, consuming valuable square footage within the building.

In 1995, the Branford Police employed two female officers. Cultural changes within policing have occurred and 10 female officers now employed by the agency represent 20% of our workforce. The

space in the female locker room is becoming inadequate to suit our current and future needs. In response to this growing segment of our police force, the need to reallocate space has been realized.

Mental health and wellness is a major focus and consideration of police leadership around the nation. The ability to provide an adequate space for physical fitness is a must in police agencies and is tied directly to the health and safety of officers. The current space is heavily used, inadequate to support its usage and must be expanded to meet the needs of the department.

The age of the building is lending itself to needed improvements. The current heating, ventilation and air conditioning system (HVAC) is not functioning optimally and makes it difficult to control temperature throughout the building, which causes daily discomfort to staff. Most offices are too hot in the summer, too cold in the winter. 10-Gas fired rooftop units currently service the building – RTUs are single zone, constant volume systems, and comfort issues exist because temp control is based on the occupancy/ settings in the room that contains the thermostat (one thermostat controls multiple rooms). No dehumidification capabilities on the current system and some clearance issues were identified as out of code. Roof leaks have been experienced throughout the main floor, and the age of the residential windows used in original construction, although functioning, are meeting their life expectancy and lacking modern day efficiencies.

The building exterior lacks adequate public parking and police parking. There are general security concerns due to unrestricted public access.

As a result of the identified and needed improvements, the Town has selected the architectural firm Jacunski Humes Architects, LLC to be the project architect. A space needs assessment, site plan analysis, schematic design and cost estimate analysis has been completed. The new design consists of a major renovation to the existing 24,598 SF building and the analysis has resulted in a design aimed to address the needs discussed above and bring the facility into compliance with accreditation standards, repair outdated equipment and prepare the building for decades to come.

The police department and 9-1-1 communications center must remain fully operational 24/7/365 and construction must be phased appropriately to meet the operational needs of the department. The agency will make arrangements to outsource prisoners to an off-site location during construction, however, the CM must facilitate daily operations by managing limited swing space while maintaining functioning locker rooms and secure storage of police equipment.

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

Timeline - Calendar day durations from initiation of a Construction Manager Agreement with the Town of Branford

Design Development Phase:	Eight (8) Weeks
DD Cost Estimate (CM):	Three (3) Weeks
90% Construction Documents:	Twelve (12) Weeks
Land Use Permitting & 90% CD Cost Estimate (CM):	Four (4) Weeks
100% Construction Documents:	Two (2) Weeks
Bidding/ Bid Reviews (CM):	Six (6) Weeks
Construction Phase:	15-18 months, phased

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.

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, running value engineering, and a constructability review of all documents. The CM shall provide and manage a detailed project schedule.
2. Attend all RTM, Board of Selectmen and Board of Finance meetings.

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 18 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 (A133 CMC and A201). Modifications are at the Owner's discretion.

Conditions of Proposal

The Guaranteed Maximum Price (GMP) will be reviewed and 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 Jacunski Humes Architects, LLC. 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 may be funded through Town, State, Federal, or a combination of funds and therefore must follow the appropriate procurement processes and rules regarding its use, including prevailing wage rates and set-aside requirements.

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 18 months.

Enclosed are the following preliminary documents:

- List of General Conditions
- Proposal Form
- Insurance Requirements
- Non-collusion Affidavit
- Feasibility Study for the Department of Police Services, Branford, CT – Jacunski Humes, June 2022
- Slab Moisture Investigation, Branford Police Department, Branford, CT – Hoffmann Architects, May 2020

The police facility will be available for a guided inspection on **Thursday, September 15th at 10am**. Additional information for the inspection will be provided in an Addendum. More information about the police department can be found at <https://www.branford-ct.gov/departments/police-department>

Proposals should be received no later than 11:00 am on Thursday, October 6th.

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

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

All questions about the meaning or intent of the Documents are to be submitted to the Contact Person in writing. Interpretations or clarifications considered necessary by the Owner in response to such

questions will be issued by Addenda, and will be posted on the Town's website. Prospective bidders are responsible for obtaining addenda, if any, and acknowledging any addenda in their submission.

Questions received less than ten days prior to the date of receipt of RFQs may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The Owner will set forth as Addenda, which shall become a part of the RFQ, such questions received as above provided as in their sole judgment are appropriate or necessary and their decision regarding each.

The Contractor agrees to use the products and methods designated or described in the specifications as amended by the Addenda.

Selection Criteria

Selection of a firm for this project will be based not only on the proposal costs, but also on the firm's qualifications for this project. A short-list of firms may be asked to an in-person interview as part of the selection process.

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/Escalation –allowance of \$80,000

PROPOSAL FORM

1. Pre-Construction Fee: \$ _____

2. Construction Management Fee based on \$7,500,000: \$ _____

Sub-contract value:

3. Cost of General Conditions (per matrix) for a 18 month total length of the construction project: \$ _____

Winter Conditions/Escalation Allowance: **\$80,000**

PROJECT TOTAL: \$ _____

4. Proposed Costs for Project Modification:

Fee: _____ %

5. Bonds and Insurance:

Cost of Performance and Payment Bonds: \$ _____

Cost of General Liability: \$ _____

6. Provide proposed changes to contracts (AIA A133 CMC and AIA A201).
Include in a separate document if any:

7. 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

Town of Branford Professional Services – Insurance Requirements

Contractor/Vendor shall agree to always maintain in force during the contract the following minimum coverage and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

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

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any policy be cancelled for nonpayment of premium, 10 days written notice must be provided to the Town. Should any of the policies be cancelled for other reasons, limits reduced or, coverage altered, 30 days written notice must be given to the Town.

Notes

- (1) Cyber Liability is required if Contractor is on Town's network or houses Town information on their network.
- (2) Workers Compensation is required if employees come onto Town property.

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__ .