

# Request for Qualifications and Proposals for Owner's Representative Services for Select Capital Projects

## **Town of Ledyard**

741 Colonel Ledyard Hwy, Ledyard CT 06339

## Request for Qualifications/Request for Proposals "RFQ/RFP Bid #23-1"

**Owner:** Town of Ledyard ("Town")

**Issued By:** Town of Ledyard Permanent Municipal Building Committee ("PMBC")

**Project Name:** Owner's Representative Services for Select Capital Projects

**Project Locations:** Gales Ferry School 1858 Rt12, Gales Ferry, CT 06335, Juliet W. Long School 1854 Rt12, Gales Ferry, CT 06335 Central Office 4 Blonders Blvd, Ledyard, CT 06339

**RFQ/RFP Release Date:** Friday, January 13, 2023

**Question Submission Deadline:** Friday January 20, 2023

**RFQ/RFP Submission Deadline:** Friday February 3, 2023

**Bid Opening Date:** Sealed proposals for the Owner's Representative RFQ/RFP will be received by the PMBC at the address provided in Part R on or before **Friday February 3, 2023 at 11:00 a.m.** Bids must be received in a sealed envelope clearly marked with Bid# 23-1 and the date of opening. This is a two envelope bid. Fee proposals shall be submitted in a separate sealed envelope within the bid package. Said proposals will be opened publicly.

**Interviews & Selection:** It is anticipated that interviews of prospective firms will be held in the middle week of February 2023.

**Project End Date:** It is expected that owner's representative services for select capital projects will be required until close out and state audit of each project.

**Contact Persons:** Wayne Donaldson, Ledyard Public Schools Director of Facilities, wdonaldson@ledyard.net,

## A. Background

The Town of Ledyard PMBC is soliciting qualifications and proposals from qualified consulting firms interested in providing professional owner's representative services.

The Town of Ledyard PMBC intends to hire an Owner's Representative to provide Consulting Services. The Owner's Representative (hereafter referred to as the "Consultant") will provide services for roof replacement and photovoltaic solar, along with any needed electrical upgrades. Schedule and run weekly construction update meetings, maintain all paperwork (change orders, certified payrolls, payment requests etc.) Comply with all State of Connecticut grant requirements. Track eligible and ineligible costs and any other related paperwork.

## B. Scope of Services

The Town of Ledyard will be securing the services of an owner's representative for select capital projects. The owner's representative will be expected to provide services during pre-construction, construction and post-construction phases. The PMBC will select an individual or firm as the owner's representative. An agreement will be signed between the Town of Ledyard and the Owner's Representative that is inclusive of all the provisions of this RFQ/RFP document.

### **The selected Consultant will provide the following services:**

The scope of project services to be delivered by the selected individual or firm includes:

1. Pre-construction activities including but not limited to vendor selection, scope development, project design and consultant selection.
2. Construction phase project management as the Town's representative.
3. Post-construction support services including oversight of project closeout and construction documentation. A more detailed list of project services is provided below.

The Owner's Representative is expected to provide efficient administration of services in the best interests of the Town, reporting to and ensuring that the Town's needs and expectations are met or exceeded in the completion of the project.

The services provided shall include, but are not limited to, advising, working with and providing information to the PMBC and other relevant Town staff, and serving as a single point of contact between contractors, architects/designers, and commissioning agents; representing the Town and/or PMBC at key meetings.

It is expected that once selected, the Owner's Representative will begin delivery of services at the request of the PMBC. It is expected that the Owner's Representative, at the sole discretion of the PMBC, will represent the Town's interests in Select Capital Projects by providing services that include, but are not necessarily limited to:

B-1 Apply knowledge, experience and skills to all services.

B-2 Identify and initiate necessary tasks at the direction of the PMBC.

B-3 Be the point person on behalf of the Town and/or PMBC for all professional services related to select capital projects.

B-4 Provide general project-related advice.

B-5 Provide bid-phase services, such as responding to questions submitted by prospective bidders by preparing formal written addendums that will be issued to all bidders and review bid submissions and provide an evaluation to the PMBC. (Bidders may include construction contractors or design consultants such as architects or engineers.)

B-6 Assist in selection of any professionals needed to develop and execute the Project as needed. This may include assisting the PMBC in selecting contractors, design consultants, engineers, and/or architects for capital projects.

B-7 Work on contracts including working with the Town-appointed Attorney for the Project and facilitating any required modifications to Town contracts during the Project.

B-8 Assist the PMBC and Town Board of Education in applying for State reimbursement and any other grants available to the Town.

B-9 Identify matters critical to project progress, schedule and budget or of urgent need and report these promptly to the PMBC.

B-10 Representing the Town at key meetings, and, as needed: attending all weekly trailer/shop meetings, submitting agenda items and attending all regular and special meetings, monitoring the project progress, schedule and budget, auditing quality assurance/quality control procedures, assisting in evaluating contractor payment requests/invoices, providing monthly reporting, and facilitating issue resolution.

B-11 Provide oversight and assist in the securing of jurisdictional approvals and permits from any federal, state and local authorities having jurisdiction over the Project, including providing oversight and communicating as needed with appropriate authorities, regarding abatement, remediation or containment for any hazardous materials identified.

B-12 Provide oversight regarding plans for testing for hazardous materials and, if identified, plans to safely remediate them.

B-13 Provide oversight of and assist in development and maintenance of project schedules, taking into consideration the Town's public schools calendar, the constraints it imposes and the safety of the occupants of the school.

B-14 Monitor the budget and schedule for Select Capital Projects, including ongoing updates that show actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the PMBC and other Town

representatives whenever projected costs exceed budgets or estimates and provide oversight regarding resolution regarding any such overage.

B-15 Participate in regularly scheduled on-site construction meetings and distribute meeting notes. Perform site visits to inspect progress and quality of work.

B-16 Monitor the initiation and processing of Change Orders and related Project Change Order Directives. The PMBC may grant authority to make decisions so as not to have the project lose time between meetings. Scope and dollar value of said authorization will be determined by the PMBC.

B-17 Coordinate communications among Project parties and the PMBC and Town staff. Keep minutes of meetings as needed.

B-18 Assist Town Building Department with outside plan review to ensure compliance with Connecticut State Building Code. This may include review of shop drawings and answering questions from contractors on the Town's behalf.

B-19 The Consultant will compile and oversee the punch list for project closeout including resolving any findings of the PMBC or Town staff and must ensure that all punch list items are completed.

B-20 The Consultant will coordinate close-out activities including the resolution of change orders, submission of documents and recommendations for payment of retainage. The Consultant will coordinate all project documentation including files, records, drawings, submittals, samples and other information be submitted to the PMBC in an organized and usable form.

B-21 The Consultant will ensure that all warranty work has been done, that warranty paperwork has been processed and that the Board of Education Facilities Director is aware of any longer term warranties available.

B-22 The Consultant will assist the Town to ensure that all grant requirements have been met, that grant-related paperwork has been processed and that the Town is reimbursed for any grant monies owed.

B-23 Monitor and coordinate project closeout. The Consultant will actively assist the PMBC, the Town, and the Ledyard Board of Education in all project filings with the State of Connecticut Office of School Construction, Grants and Review/DAS including the SCG-046, the final Ineligible and Limited Eligible Worksheet and any other final documents required by the State of CT.

B-24 As part of project closeout, the Consultant will ensure compliance with all State requirements and participate in resolving any issues raised during the State audit of the project.

## C. List of Most Likely Capital Projects to be covered by the Scope of Services

The following is a list of projects being considered by the Town that would potentially require Owner's Representative project management. Individual tasks assigned to the Consultant under this project could include, but are not limited to, the following capital projects:

### Building Renovation and Construction

C-1 Replacement of the Central Office building roof.

C-2 Replacement of the Gales Ferry School roof and the design and installation of photovoltaic Solar.

C-3 Roof replacement of the Juliet Long School roof and the design and installation of photovoltaic solar. Upgrades to the electrical system to support the photovoltaic solar installation and HVAC improvements.

## D. Provided Information

Questions or requests for clarification regarding this RFQ/RFP can be directed to Wayne Donaldson, Facilities Director at Ledyard Public Schools [wdonaldson@ledyard.net](mailto:wdonaldson@ledyard.net) until 12 noon on January 20, 2023

## E. Required Information

The minimum information to be included in the qualifications package/ proposal is as follows:

### E-1 Cover Letter/Executive Summary -

Include a letter of introduction on firm letterhead explaining your firm's interest in the Project and why your firm is the most qualified for this Project. This letter of introduction and intent must be signed by an officer of the company. Include any information pertinent to the Project or selection process that is not requested in the following.

### E-2 Firm Profile should include -

- Name of firm and firm's representative and his/her contact information.
- Location of principal and branch offices that would work on these capital projects.
- Length of time in business.
- Overview of firm's history.
- Firm's philosophy regarding cost control, scheduling, safety and quality assurance.

### E-3 Municipal and/or Public School Project Experience (with References) –

List projects you have completed in the last five (5) years in the State of Connecticut including Change Orders, closeout and audit of a Connecticut school and municipal building project.

- Project name and address
- Total cost of the project
- Month/year completed
- Architectural firm on the project
- Reference (name, position and telephone number)
- Discussion of school projects while occupied with staff and students
- *Submission of these names shall constitute your permission for the Owner to contact those individuals.*

### E-4 Projects in Progress (with References) -

List major school and municipal construction projects your organization has in progress including:

- Name of project
- Owner
- Architect
- Contract Amount
- Percent Complete
- Projected Completion Date
- *Submission of these names shall constitute your permission for the Owner to contact those individuals.*

### E-5 Experience with Current State Requirements –

- Please address your experience with all current CT Department of School Construction, Grants and Review/DAS requirements for school building projects including CT High Performance Building standards & school safety and security.
- Describe how your interaction with CT Department of School Construction, Grants and Review/DAS will ensure a successful project that is on time and on budget

### E-6 Proposed Staffing -

- Provide an organizational chart of your proposed project team for this project.
- Highlight those staff members whose professional contributions are critical to the success of select capital projects and once assigned will not be removed without written authorization from the PMBC.
- Provide resumes of key personnel who will be in charge of these projects and note who will be directly responsible for the regular activities in the various fields of expertise required to accomplish select projects.
- Note who the staff member will be that will act as the firm's main contact person with the Town.

- If applicable, identify and provide information on any other firms or entities in partnership with your firm for this project. Include details on their planned involvement, status as sub-consultant or subcontractor, and history of working with your firm.

#### E-7 Disclosure of Past Claims or Disputes -

- Please list any claims, disputes, or arbitration proceedings that have occurred on any municipal and school projects your firm has been involved with in the last five (5) years. Indicate who they were with and give a status of each even if they are pending.
- Please list any municipal and school building projects in the last five (5) years in CT for which your firm was removed or chose to leave during the project.
- Information concerning any suits filed, judgments entered or claims made against your firm during the last five (5) years with respect to services provided by your firm, or any declaration of default or termination for cause against your firm with respect to such services. In addition, state whether during the past five (5) years your firm or your proposed consultant(s) has been suspended from bidding or entering into any government contract.

#### E-8 Financial/Professional Capacity of the Firm -

Provide a statement of your firm's financial condition and a copy of its latest annual report.

*The evaluation will consider the Owner's representative's experience with similar projects and available capacity of key staff required to perform the work within the required time frames established.*

#### E-9 Price Proposal -

- Provide a fixed fee listing each project and its individual fee. *Price Proposal* form attached.

#### E-10 Knowledge of the Locality -

The firm must have considerable experience with all State and Town regulatory agencies of the type having jurisdiction over this project including the Connecticut Department of Construction Services, (DAS) Office of School Construction, Grants and Review. ***Please describe your experience and approach with local regulatory compliance.***

#### E-11 Affirmative Action -

- **Include statement of compliance.**
  - Projects involving the Ledyard Public Schools must adhere to the Town of Ledyard and the Ledyard Board of Education's Non-discrimination clause and is listed here:

*The Town of Ledyard and Ledyard Public Schools are committed to a policy of equal opportunity/affirmative action for all qualified persons. The Town of Ledyard and Ledyard Public Schools do not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut State and/or Federal nondiscrimination laws and provides equal access to the Boy Scouts and other designated youth groups. The Town of Ledyard and Ledyard Public Schools do not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction.*

## F. Insurance Requirements for Selected Firm

#### F-1 Requirement to Furnish a Certificate of Insurance -

- The selected consulting firm shall be required to furnish a certificate of Insurance ensuring the following insurances coverage within five (5) days of receipt of Notice of Selection.
- Failure to maintain insurance coverage as required and to name the Town of Ledyard and Ledyard Board of Education as the Additional Insured will be grounds for termination of the contract.
- Prior to the commencement of the work, and until final completion and acceptance of the work, the Consultant shall procure and maintain the following types of insurance, and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best rating of A-(IX) or better.
- Insurance shall protect and indemnify the Town of Ledyard & Ledyard Board of Education from all claims which may arise out of a result from the Consultant's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Consultant or by anyone for whose acts said contractor may be liable.

## G. Commercial General Liability Insurance & Workers Compensation Insurance

Consultant and consultant's subcontractors 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 on a "per project aggregate" basis.



- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town of Ledyard. Such coverage shall contain a broad form contractual liability endorsement or similar wording with the policy form.
- Such Policy shall name the Town of Ledyard & Ledyard Board of Education as Additional Insured with respect to claims arising out of the Consultant's operations, completed operations and products by endorsement, ISO Form CG2010 and CG 2037.
- Such policy shall contain a waiver of subrogation in favor of the Town of Ledyard.
- Such policy shall include coverage for the Consultant's sub-contractors or any person or entity directly or indirectly employed by said Consultant or by anyone for whose acts said Consultant may be liable.

## H. Commercial Automobile Liability Insurance

Consultant shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single basis. Such coverage shall also include hired and non-owned automobile coverage.

## I. Worker's Compensation Insurance

Consultant and Consultant's subcontractors shall provide worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with the limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease; and a policy limit of \$1,000,000. Such policy shall contain a "waiver of our right to recover from other endorsement" in favor of the Town of Ledyard and the Ledyard Board of Education.

## J. Umbrella Liability Insurance

Consultant shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (10.2) through (10.4). Such policy shall contain limits of liability, as a minimum, in the amount of \$10,000,000 each occurrence and \$10,000,000 in aggregate which may be amended during the term of the contract if deemed reasonable and customary by the Town of Ledyard. Any additional cost shall be at the sole cost and expense of the Consultant.

## K. Errors/Omission: Professional Liability Insurance

Consultant shall provide certification of policy maintained for errors & omissions coverage (may be part of the Consultant's professional liability policy) with a limit no less than \$2,000,000 per claim and \$2,000,000 in aggregate. If written on a claims made basis, such insurance shall be maintained for no less than three years after completion of the work.

## L. Certificates of Insurance

Prior to the issuing of any notice to proceed by the Town of Ledyard, the Consultant shall furnish the Town of Ledyard with satisfactory evidence that it and they have the insurance coverage set forth above Said policies shall not be canceled or permitted to lapse until final completion and approval of the performance of the Agreement or work, as applicable, and shall contain a provision that the policy will not be canceled or changed until thirty (30) days after the Town of Ledyard has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Ledyard and the Ledyard Board of Education as additional insureds.

- I. The Consultant shall advise all of their insurers of the contract provisions regarding insurance. The failure of Consultant to notify insurers of the contract provisions shall not relieve the Consultant from its insurance obligations under this Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this Agreement and the Town of Ledyard retains the right to stop work until proper evidence of insurance is provided.
- II. If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Consultant shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Consultant.
- III. The Consultant shall require all sub-contractors to carry the insurance required herein. The Consultant shall cause all subcontractors agreement to name the Town of Ledyard and the Ledyard Board of Education as an additional insured and to provide certificates of insurance evidencing such coverage to the Town of Ledyard.
- IV. The above insurance requirements shall also apply to all sub-consultants and/or subcontractors to the company and the company 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.
- V. The above insurance requirements and certificate are subject to final approval by the Town's Insurance agent as to form and substance and could require changes in the types of coverage and limits.

## M. Indemnification

The Consultant shall indemnify and hold harmless the Town of Ledyard & Ledyard Board of Education 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.

## N. Independent Contractor

All activities performed by the Firm and its agents, employees or representatives are, for all purposes under this Agreement, performed as an independent contractor and not as an employee of Town of Ledyard and Ledyard Board of Education and neither the Firm nor its employees shall be entitled to any benefits to which employees of Town of Ledyard and Ledyard Board of Education are entitled including, but not limited to, worker's compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave.

## O. Selection Process

The PMBC, will review the responses for compliance with the required documentation to determine responsiveness. The responsive submittals will then be evaluated based on the responses to specifics outlined in this RFP/RFQ, including but not limited to the following criteria:

- Experience with work of similar scope.
- Personnel's experience and background.
- Past performance data, including but not limited to:
  - i. Adherence to project schedules.
  - ii. Adherence to project budgets.
- Approach to the work required.
- Documented contract oversight capabilities.
- The firm's employee hourly rate schedule.

The responses will be scored according to the Proposal Evaluation Scoring Matrix below in order to identify firms for interviewing. The PMBC may narrow the list of applicants and schedule interviews as it deems necessary. The PMBC will use the initial rating and ranking of qualifications, the interview results, and the price proposals (RFP) to arrive at a final selection.

Public Law 08-169 requires the Selection Committee to make an award "...from a pool of not more than the four most responsible qualified proposers..." The "most responsible qualified proposer" is the proposer "...who is qualified by the awarding authority when considering price and the factors necessary for faithful performance of the work based on the criteria and scope of work included in the request for proposals."

## P. Right to Reject Submissions

The Town (or its representatives) may at any time prior to the selection of a respondent reject any and all proposals and cancel this RFQ/RFP, without liability therefore, when doing so is deemed to be in the Town's best interests. Further, regardless of the number and quality of proposals submitted, the Town shall under no circumstances be responsible for any respondent's cost, risk and expenses. The Town accepts no responsibility for the return of successful or unsuccessful proposals. This RFQ/RFP in no way obligates the Town of Ledyard to select a respondent.

## Q. Exceptions

Provide a detailed list of explanations of any and all exceptions being made in this proposal.

## R. Format

- Request for Qualifications and Request for Proposals must be submitted in sealed envelopes clearly marked “**Owner’s Representative RFQ/ RFP**”.
- Three (8) printed copies of the RFQ and RFP must be submitted.
- Additionally, an electronic copy in PDF-format must be provided on a USB drive (or equivalent).
- The responses must be submitted to the Wayne Donaldson Facilities Director 4 Blunders Blvd, Ledyard, CT 06339

## S. Submission and deadline

Questions can be submitted in writing to Wayne Donaldson Facilities Director [wdonaldson@ledyard.net](mailto:wdonaldson@ledyard.net) through 12:00 PM January 20, 2023. No direct or indirect contact with selection panel members is allowed and will be grounds for immediate rejection of the proposal; all questions must be submitted as described in this paragraph.

All RFQ/ RFP submissions must be received by the Town by **11:00 AM. On Friday, February 3, 2023.**

The Town is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring. The Town is committed to complying with the Americans with Disabilities Act (ADA).

Any information or materials submitted as a response to this RFQ and RFP shall become property of the Town of Ledyard and will not be returned. Any expense incurred for the submission of this RFQ/ RFP is the responsibility of the firm submitting and no expense will be reimbursed by the Town of Ledyard. All submitted materials will be available for public review.

*PRICE PROPOSAL (RFP) for OWNER’S REPRESENTATIVE SERVICES for PRE-CONSTRUCTION, CONSTRUCTION and POST-CONSTRUCTION for SELECT CAPITAL PROJECTS*

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Project	Fee	Notes
Central Office		
Gales Ferry School		
Juliet Long School		
Total		

NOTE: Fees include all travel and other expenses not listed below.

List anticipated expenses \_\_\_\_\_ List percentage markup on  
expenses (if any): \_\_\_\_\_ %

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**Authorized signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_