



City of Auburn, Maine

Capital Investments & Purchasing [CIP]

Dan Goyette, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

May 11, 2023

Dear Bidder;

The City of Auburn, a municipal corporation (hereinafter "the City") is accepting written proposals for procurement of Construction Manager at Risk (CMAR) within Guaranteed Maximum Price (GMP) services for a **PAL Center and associated site improvements** in Auburn, Maine. The development site is directly adjacent to the existing PAL Center at 24 Chestnut Street.

The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine is necessary. The City also reserves to itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: cost, professional qualifications, experience, and references. The City may hold interviews prior to making a decision. Proposers shall be current on all amounts due to the City prior to the City entering into any contract agreement.

Proposals must be submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: "**PAL Center #2023-022**"

Bidders must register via email with the subject line "**PAL Center #2023-022**" to be included on the Bidder's list and be notified of any addenda. Questions regarding this Request for Proposals should be directed to Derek Boulanger, Facilities Manager/Purchasing Agent, dboulanger@auburnmaine.gov.

Please submit your proposal in a sealed envelope to the City of Auburn **by 2:00 p.m. on Thursday June 1, 2023**. Proposals must be received by **Derek Boulanger, Facilities Manager/ Purchasing Agent, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. Proposals will be opened at 2:00 PM at Auburn City Hall. The City will not accept late bids.

Sincerely,

A handwritten signature in black ink, appearing to read "DBL", is written over a light blue horizontal line.

Derek Boulanger

Facilities Manager/Purchasing Agent

REQUESTED SCOPE OF SERVICES

The scope of services for this project includes, but is not limited to pre-construction and construction services to support the City and its Design Team during final project permitting, design, and construction. The CMAR will be required to hold contracts with contractors and subcontractors, coordinate the work of this project and any additional work, with PAL operations, City Administration and Parks and Recreation at the adjacent facility, and with other City of Auburn business partners including the Design Team (Woodard & Curran and its consultant team of Simons Architects, Thornton Tomasetti, Allied Engineering & SW Cole).

Bidding documents, including specific program information, can be found on the City of Auburn website at <https://www.auburnmaine.gov/Pages/Government/Bid-Notices>

Pre-Construction Services

City intends to engage the CMAR to provide pre-construction services. Without limiting the general nature thereof, the Scope of Services will include the following:

1. Attendance and participation in meetings throughout the pre-construction phase of the project.
2. Participation in team-based value management, to include:
 - Cost estimating throughout pre-construction
 - Value engineering and alternatives analysis
 - Support and participation in life-cycle cost analysis of building systems
3. Construction schedules, logistics and constructability reviews.
4. Permitting support if necessary.
5. Procurement
 - Identification of long lead items and materials
 - Pre-purchasing of long lead items if necessary
 - Subcontractor pre-qualification and availability
 - Competitive bidding and award of subcontracts in support of schedule

Construction Services

The CMAR shall provide a full scope of general contracting/construction management services for the project on an open book basis. The scope of work shall include all services customarily provided by construction managers working on construction projects under a GMP contract for construction including but not limited to:

- Preparation of bid packages
- Procurement, planning, logistics

- Coordination of work around other on-site projects and/or uses
- Coordination and execution of all construction activities
- Project administration
- Scheduling
- Change order administration
- Coordination with owner consultants and equipment vendors
- Installation and/or coordination of City supplied equipment
- Job site safety and cleanliness
- Punch list and closeout
- Work with Design Team to create As-Built Documents
- Monthly submittal of record documents
- Workplace/jobsite harmony

Note that performance of pre-construction services does not guarantee that any proposed GMP will be accepted or that construction of the Project will move forward.

PROJECT SUMMARY

The proposed building of approximately 13,500 +/- gross square feet is intended to house the Auburn PAL (Police Athletic League), a social service facility operated by the City of Auburn. Program and spaces to include an indoor wellness center, teen room, computer, art staff space, commercial kitchen, multi-purpose space, and gymnasium. A full site work package will be required including driveways, parking, lighting, sports field work and all associated utilities and stormwater systems.

At the completion of the Construction Document Phase, the CMAR will be provided with a full CD drawing set with supporting engineering and project manual including investigation history, general conditions and full CSI format specifications.

The City has prepared permitting documentation and an outline for the completion of permitting, to be done in collaboration with the selected CMAR.

The project is anticipated to include funding from the following sources, which will require CMAR compliance with applicable funding requirements:

- American Rescue Plan Act (ARPA)
- Congressional Discretionary Funds (CDF)

The project and funding requirement may include the use of WBE and/or MBE firms. The City shall review and approve all documentation associated with WBE and/or MBE participation on the Project.

SUBMISSION REQUIREMENTS

Interested CMAR shall submit one paper copy and one electronic PDF format copy of the RFP Response Package consisting of a Letter of Interest, a Statement of Qualifications, and Technical Proposal. A separate sealed paper copy of Cost Proposal shall be provided. Each component of the RFP Response Package and Cost Proposal shall respond to the requirements listed in the section below, at least, and shall be submitted to the City of Auburn **by 2:00 p.m. on Thursday June 1, 2023**. Proposals must be received by **Derek Boulanger, Facilities Manager/ Purchasing Agent, 60 Court Street, Auburn, Maine 04210**

1. Qualifications and Experience (limit to 10 pages)

- a. Describe the qualifications and experience to provide the services required by this RFP. Include details of completed CMAR projects and description of other similar projects, not necessarily CMAR, and especially steel frame structures.
- b. Describe the qualifications and experience of subconsultants and subcontractors proposed. Provide a list with the name, address, phone number, contact person, and a brief description of the entity's organizational capacity and qualifications.
- c. Provide an organizational chart of the CMAR. The organizational chart must reference the project being proposed and include project staffing in both the pre-construction and construction phases. Cite the name, position title, and responsibilities on this project; provide brief resume and qualifications of team members.
- d. Provide a list of all current litigation in which the CMAR or its members are named, and a list of all closed cases that have closed within the past five years in which the CMAR or its members paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.
- e. Provide corporate safety records including brief description of corporate safety program.
 - i. TRIR (Total Recordable Incident Rate)
 - ii. DART (Days Away, Restricted or Transferred)
 - iii. EMR (Experience Modification Rate)
- f. As a demonstration of financial viability, provide balance sheets and Income (Profit/Loss) Statements for each of the past three tax years.
- g. Provide documentation of all applicable licensure or certification or any specific credentials required to provide the project being proposed. Include the following: Licensed Architects, Licensed Landscape Architects, Professional Engineers, construction trades.
- h. Provide an outline of CMAR staffing with resumes and roles of each staff member such as project manager, safety officer, project superintendent, etc.

- i. Provide a certificate of insurance on a standard Acord form or equivalent evidencing the CMAR's general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services. At a minimum, CMAR shall provide evidence of coverage for the following:
 - i. Workers' Compensation insurance for all employees on the Project Site in accordance with the requirements of the Workers' Compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:
 - 1. Bodily Injury by Accident \$500,000
 - 2. Bodily Injury by Disease \$500,000 Each Employee
 - 3. Bodily Injury by Disease \$500,000 Policy
 - ii. Limit Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a location or project basis. Minimum acceptable limits are:
 - 1. General aggregate limit \$2,000,000
 - 2. Products and completed operations aggregate \$1,000,000
 - 3. Each occurrence limit \$1,000,000
 - 4. Personal injury aggregate \$1,000,000
 - iii. Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:
 - 1. Any one accident or loss \$500,000
 - iv. Professional Liability insurance against claims arising out of a negligent acts, errors or omissions of the Consultant in rendering or failing to render professional services related to the Project. Minimum acceptable limits are:
 - 1. Each claim \$1,000,000
 - 2. Aggregate limit \$2,000,000
- j. Provide a letter from a surety evidencing the ability to provide Payment and Performance Bonds for the proposed project, in the amount of 100% of project cost.
- k. Provide a list of three (3) Project References including CMAR role on the project, contact name, telephone, and email address.

2. Technical Proposal (limit to 10 pages)

- a. Describe the proposed strategy, methodology, and resources for this project, and how this plan will efficiently and effectively accomplish the tasks involved. Also, describe how the CMAR will ensure expectations and desired outcomes as a result of these services. Describe the level of effort proposed for subconsultants and subcontractors. Describe your estimating, value engineering, reporting, change management and construction operating process in the best interest of the City including budget control process during pre-construction; project reporting and frequency during construction; approach to risk management relative to schedule and cost; preferred approach(es) for any early procurement and/or design-assist trade partnerships to minimize market and design risk and any risks that may compromise competitive bidding; approach to minimizing construction impact on the surrounding community; approach on the use of local subcontractors and material vendors; and approach to safety of all personnel on and around the site.
- b. Provide a detailed Project Schedule which shows a realistic sequence of milestones, with interim and final dates proposed, based on information available to CMAR at this time. Concisely describe each task in the timeline, and the person or position primarily responsible for its implementation. Show all permitting review and approval dates.

3. Cost Proposal

- a. Submit a cost proposal that covers all of the services and the entire period of the proposed project. The cost proposal shall include all costs necessary for the CMAR to fully comply with the RFP requirements, and the contract terms and conditions. Costs related to the preparation of this RFP proposal, or the negotiation of a contract, or any such related expenses shall not be included in the proposal, or the final approved contract. Only costs incurred after the contract effective date, and specified in the final approved contract, and that are specifically related to the implementation or operation of contracted services may be included.

Pre-Construction Services: Provide a fee proposal for pre-construction services, stated as a not-to-exceed monthly amount from the start of pre-construction services (date to be agreed upon) through the issuance of a Notice

to Proceed with full construction based on a GMP, or as otherwise agreed upon. Indicate how any out-of-pocket expenses (if any) will be reimbursed. Identify the consideration, if any, which will be given to fees, paid for pre-construction services in the event that the CMAR is ultimately retained to build the Project.

Cost proposals should clearly define a mechanism for termination which may be exercised at any time during the pre-construction period by City upon reasonable notice.

Construction Services: Provide a proposed construction services fee and anticipated construction contingency for the Project. The fee and contingency shall be stated as a percentage of the cost of work. Provide the proposed fee and overhead for approved change orders.

General Conditions and General Requirements: Provide detailed budgets relating to any and all costs not included in CMAR proposal for above Pre-Construction Services or Construction Services, including office/corporate expenses, project personnel, and other project expenses.

Note: It is essential that any item for which the CMAR eventually expects payment (other than the trade contracts and construction contingency) are to be included and described within one of the elements of the proposal. There will be no payment made by City to the CMAR for items or categories not included in the response. Additionally, retainage in the amount of 10% will be withheld from each progress payment and shall be released at the discretion of the City. Payments shall be made by the City to the CMAR 30 days after receipt of an approved request for payment.

EVALUATION AND SELECTION PROCESS

1. The standard procurement/legal process for CMAR services for public improvements shall follow the process as defined in AIA Contract Document A102-2017. (Required only for selected CM)
2. Scoring will be based on a 100-point scale and will measure the degree to which each proposal satisfies the following criteria:
 - a. Qualifications and Experience (35 points)
 - b. Technical Proposal (30 points)
 - c. Cost Proposal (35 points)
3. Preference will be given to those CMAR who demonstrate a capacity to meet the City of Auburn target schedule and budget with a feasible construction start date prior to 15 July 2024 and construction completion date of July 2026, with final total cost at or below \$9,000,000.
4. The evaluation of the Qualifications and Experience, and Technical Proposal shall be completed prior to opening the cost proposal.
5. The selection committee will rank all submissions in writing and notify all CMAR regarding the results.
6. The selection committee will invite the highest ranked CMAR to negotiate the proposal's final terms, conditions, and cost. In the event of failure to negotiate a mutually agreed upon contract, the selection committee may terminate negotiation with the first CMAR, and negotiate with the next highest ranked CMAR, and so on.

BID PROPOSAL FORM

Due: Thursday, June 1, 2023

To: City of Auburn
Derek Boulanger, Facilities Manager/Purchasing Agent
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for Sixty days (60) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature: _____ Name (print): _____

Title: _____ Company: _____

Address: _____

Telephone No. _____ Email Address: _____

STATE OF MAINE
_____, SS.

Date: _____

Personally appeared and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public _____

Print Name _____

Commission Expires _____