

REQUEST FOR QUALIFICATIONS
Naugatuck Industrial Park – Section III
Construction Manager at Risk
CONTRACT NO. FY24-B060

Borough of Naugatuck
Town Hall
229 Church Street
Naugatuck, CT 06770
August 10, 2023

The Borough of Naugatuck ("BON") is seeking qualification statements from prequalified Construction Managers for the purpose of assisting the Borough with the construction and development of The Naugatuck Industrial Park – Section III.

This procurement shall be in accordance with BON purchasing requirements as well as the requirements of the State of Connecticut Department of Economic and Community Development "Bidding, Contracting & Construction Guidelines for State Programs". Qualification statements from respondents shall be evaluated, and BON shall select the three most qualified respondents based on the statutory and other specific criteria set forth in this RFQ. Evaluation and selection of the three most qualified respondents shall be made by BON in its sole discretion and in the best interests of BON. The three selected respondents shall be invited to submit fee proposals. Selection of the respondent, if any, shall be made with due consideration of price and the factors necessary for faithful performance of the work based on the criteria and scope of work included in the request for qualifications and the respondent's proposal.

Responses to this Request for Qualification ("RFQ") shall be in a bound booklet with a table of contents and tabs for each heading. Six (6) hard copies and one electronic copy of the response are to be submitted to by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept. Basement, Town Hall, 229 Church Street, Connecticut, 06770 until 11:00 AM Thursday, September 15, 2023. Late proposals will not be accepted and will be returned unopened. The BON reserves the right to reject any or all submissions.

I. Project Overview

A. Project Background

This project will facilitate the redevelopment of an 86-acre Brownfield site. The site was the former location of the U.S. Chemical Company and was one of the largest chemical companies in the world. Approximately 38 buildings on the site were demolished over the past 20 years. Since that time, the

property has been remediated by the successors to the Uniroyal Chemical Company. The property was a RCRA site but it is now being developed under a Stewardship Permit issued by DEEP.

The BON is building an industrial subdivision and is creating a road network with new utilities as well as pad sites for further development.

B. Site Description

The Site is located on approximately 86 acres of industrial property along the west bank of the Naugatuck River in the BON, Connecticut. The Site is bordered on the south by the Naugatuck Publicly Owned Treatment Works (Naugatuck-POTW) and the Naugatuck State Forest, on the north and west by the BON, and on the east by the Naugatuck River. The New York, New Haven & Hartford Railroad, runs north-south through the Site bisecting the upland portion from the riverfront area.

The majority of the Site is currently owned by the BON, by virtue of a deed from LANXESS on August 18, 2022. An approximately 9-acre parcel (Lot 1B) was retained by LANXESS for continued operations.

C. Project Descriptions

The Naugatuck Industrial Park – Section III project will develop the former 86 acre Uniroyal Chemical/Lanxess Solutions US site in to a fully functional modern industrial park including roadways, drainage, sewers, utilities, landscaping, with pad sites.

The current project drawings are attached.

The BON has retained Civil 1, Inc. as the Design Engineer and Surveyor for the project.

D. Soil Management

The site will be developed in accordance with a soil RAP and Materials Management Plan prepared by the project LEP. (Appendixes C&D)

E. Preliminary project Phasing

Phase 1:

Phase 1 will entail the construction of the proposed access driveway to the Lanxess parcel, an associated parking area, lighting and drainage improvements. The total project area of Phase 1 is approximately 3.5 acres.

Phase 2A:

Phase 2A will entail the construction of the approximately 900 LF of roadway with associated storm drainage and utilities (the through road) from the sewage treatment plant to be blended into the existing haul road that serves the plant along the eastern side of the property. It also includes the construction of approximately 1,240 LF of roadway (Building A Access Road) from the through road up to Building Pad A. It also includes the installation of approximately 2,500 LF of 60" storm drainage pipe from the Cherry Street drainage system that will run in the Building A Access Road and will be installed under the existing railroad tracks to its' proposed outlet at the Naugatuck River. The total project area of Phase 2A is approximately 7.8 acres.

Phase 2B:

Phase 2B will entail the construction of the approximately 3,675 LF of roadway with associated storm drainage and utilities (the Through Road) from Phase 2A out to the roadway intersection with Ward Street & Elm Street. It also includes the installation of a 36" storm drainage pipe under the existing railroad tracks to its' proposed outlet at the Naugatuck River. It also includes the installation of a second 36" storm drainage pipe under the existing railroad tracks that will be routed through an existing manway tunnel to its' proposed outlet at the Naugatuck River. The total project area of Phase 2A is approximately 6.6 acres.

Phase 3:

Phase 3 will entail the mass earthwork associated with preparation of building pad sites D and E. These pad sites will be served by the access driveway that currently serves the Lanxess property, access to the Lanxess property will be replaced by the driveway proposed in Phase 1. It also includes associated utility installation that will be required in the driveway area that will tie into the utilities installed in the Through Road that are to be installed in Phase 2B. The total project area of Phase 3 is approximately 7.4 acres.

Phase 4:

Phase 4 will entail the mass earthwork associated with preparation of building pad sites A, B and C. These pad sites will be served by Cherry Street and by the Building A Access Road constructed in Phase 2A. The total project area of Phase 3 is approximately 9.3 acres.

Phase 5:

Phase 5 will entail the mass earthwork associated with preparation of building pad sites F and G. These pad sites will be served by the Through Road constructed in Phase 2B. The total project area of Phase 3 is approximately 6.7 acres.

Phase 6:

Phase 6 will entail the mass earthwork associated with preparation of a future building pad site for the port area, east of the railroad tracks, adjacent to the river. The total project area of Phase 6 is approximately 19.0 acres.

II. Project Schedule, Site Visit and Special Instructions

A. Schedule

It is anticipated that construction on the project will begin during the spring of 2024 and final completion no later than June 1, 2025. The project construction will be phased as funding is made available.

The tentative CM selection schedule is as follows:

- | | |
|-----------------------|-------------------------|
| • Site walk: | August 25, 2023 @ 10:00 |
| • Questions Deadline: | September 1, 2023 |
| • Questions Response: | September 8, 2023 |

- Qualifications Due: September 15, 2023
- Short-list of no more than three respondents: September 29, 2023
- Request for Fee Proposal: October 13, 2023
- Submission of Fee Proposal: November 15, 2023
- Interview of the respondents, if necessary: November 27, 2023
- Tentative CMAR Award Date: January 5, 2024

All questions are to be emailed to James Stewart at jstewart@naugatuck-ct.gov no later than 2:00 PM on September 1, 2023

B. Site Visit

A site visit will occur on August 25, 2023 at 10:00 AM Interested parties will meet at the entrance to the access road on Elm Street Naugatuck (GPS 275 Elm Street Naugatuck). Attendance is strongly suggested, but not mandatory.

C. Special Instructions

1. The Construction Manager ("CM") shall provide preconstruction services for estimating, construction scheduling, and constructability review of the design and construction documents. The project may be phased.
2. CMs responding to this RFQ must have sufficient staff to assure timely project completion. The CM must assign personnel to this project who are qualified for this type of work. The CM must assign for this project an experienced Project Manager thoroughly skilled in large construction project.
3. The successful CM must perform services related to this project from an office located in the Connecticut area. Respondents must identify the location of said office in the qualifications submitted.
4. CMs shall be prequalified for the project in accordance with the State of Connecticut Department of Administrative Services Contractor Prequalification Program, Conn. Gen. Stat. Section 4a-100, et, seq.

III. Special Requirements - State Coordination

The drawings, specifications, budgets and other documents produced for the project will be subject to review by the State of Connecticut Department of Economic and Community Development. Proposers shall demonstrate experience with projects similar in size and scope of this project.

IV. Scope of Services-Pre-Construction

Pre-Construction Services shall include but not be limited to the following:

1. The CM shall provide construction cost estimates at the 90% Design, and Construction Document phases.
2. The CM shall participate with and lead the project team (Owner, Engineer, LEP and consultants) in ongoing value-engineering and constructability reviews, to ensure smooth organization of the

project and optimum efficiency. The CM shall identify major Construction design elements and advise on options for their potential constructability, budget, and scheduling impact. The CM shall maintain a method of determining and documenting actual cost savings as a result of value engineering for review by the BON.

3. The CM shall maintain the projects on the originally established budget. The CM shall regularly review the construction documents as they are developed by the Civil 1 Engineering and provide detailed estimates of project costs at 90% Construction Document levels. The CM shall advise on adequacy of contingencies at each design level, and provide recommendations for value engineering or other revisions as required to keep the project on budget at each estimate level, and at final trade contractor bids if required.
4. The CM shall develop and present phasing plans and schedules.
5. The CM shall provide a detailed construction schedule including critical path method management for BON review. The CM will update the schedule at least monthly and track progress of the Pre-Construction phase. The CM will include planning for all anticipated phasing.
6. The CM shall attend all meetings, providing technical support to the Engineer, LEP and BON as well as confer with all other public and private agencies involved in or connected with the project.
7. The CM shall make recommendations concerning construction feasibility, availability of labor and materials, supply chain logistics, and the time required for installations and construction of the project.
8. The CM shall attend and provide minutes of scheduled progress meetings with the BON, the engineer and the LEP as well as the Engineer's consultants to ensure the project is progressing smoothly and according to the established plan. CM will advise BON as to any possible delays and cost variance.
9. The CM shall implement a process that ensures quality and cost control for construction documents and onsite construction, defines roles and responsibilities, suggests methods for preventing and resolving disputes and delays, efficiently processes change orders for the BON, and ensures that all personnel perform in accordance with all OSHA and other safety standards.

V. Scope of Services-Bidding

1. The CM shall develop bid packages to ensure optimal trade efficiencies and reduce contract layer mark-ups, and develop contracts for award in conjunction with The BON, Engineer and LEP. All bidding shall be done in conformance with all rules, regulations and procedures of DECD as they relate to the Connecticut Community Challenge Grant.

2. The CM shall incorporate BON and funding agency(ies) applicable requirements and regulations into bid documents and subcontracts, including but not limited to compliance with prevailing wage regulations, local hiring ordinances, Commission on Human Rights and Opportunities (CHRO) regulations, and DECD requirements (See Appendix E)
3. The CM shall provide lists of qualified bidders and pre-qualified bidders as required by law for trade contractors and suppliers, determine the best methods and means of packaging the various trades for bidding purposes, assist in the selection of specialty consultants, conduct pre-bid conferences, and actively seek and solicit bids from a wide variety of trade contractors in order to ensure that an adequate pool of qualified competitive bids is obtained and that the requirements of applicable law, CHRO and DECD are being met. Self-performance of specific construction activities by the CM, in lieu of subcontracting with a trade contractor, shall be permitted as part of the competitive trade contractor bid process. If intending to self-perform any Work, the CM must indicate which trades they intend to bid competitively as part of their response. Any specific construction trade work to be conducted by the CM requires DECD and Borough pre-approval.
4. The CM shall provide bid advertisement, pre-bid meetings, and walkthroughs. The CM will manage all bidder questions and coordinate with the Engineer and LEP regarding responses as necessary.
5. The CM shall analyze all bids, conduct comprehensive scope reviews, and prepare written analysis and comparisons. The CM shall review all required bid bonds, payment and performance bonds, and insurance certificates and insurance endorsements.
6. The CM shall evaluate all bid qualifications to determine and recommend the most qualified bidder. The CM shall conduct scope review meetings with the most qualified bidders to verify project scope and costs. The CM shall assure that required competitive labor rates and unit pricing are solicited during the bid process to assist the Engineer and BON in determining fair pricing for potential changes in the Work.
7. Based on the trade costs, agreed upon CM fees, General Conditions, pass through allowances and Contingency, the CM shall develop a Guaranteed Maximum Price ("GMP") to be submitted to the BON for review and acceptance, which, if accepted, will then be incorporated as an Amendment to the Construction Management Agreement.
8. The CM shall cooperate with the Design Engineer to incorporate appropriate requirements in the bid documents to achieve maximum material recycling and environmental conservation relating to all construction activities.

VI. Scope of Services-Construction

1. The CM shall develop a comprehensive cost control and reporting system related to the value of the trade-contractor bid packages and all costs within the GMP and changes to the GMP.

2. The CM shall provide document handling, coordination, review, and processing of all project documentation including, but not limited to, RFI's, submittals, supplemental instructions, clarifications, proposed change orders, and change orders.
3. The CM shall work with the Engineer to establish a thorough and efficient RFI and submittal process.
4. The CM shall provide onsite supervision, management, project engineering, safety control, schedule control, and any other necessary management and administration in accordance with the project requirements to diligently, effectively, and efficiently prosecute the Work.
5. The CM shall provide punch list administration and management and manage the turnover process.
6. The CM shall review and evaluate all trade contractor and supplier invoices to ensure that fair value is paid for the Work in place.
7. The CM shall review and evaluate proposed changes in the Work and claims from trade contractors to ensure that scope of the proposed change or claim is valid and, if so, that the claimed value for the change in the Work or claim is fair and reasonable.
8. The CM shall establish management procedures, including progress reports, contracts, safety plans, insurance status, wage rate verifications, CHRO compliance, invoicing, and disbursements.
9. The CM shall manage the shop drawing and submittal process. The CM shall review, approve, and make submittals to the Engineer as required by the Contract Documents. The CM shall ensure that all shop drawings, and other required submittals are submitted in a timely manner so as not to cause any delay in the work.
10. The CM shall develop and manage a critical path method schedule for the projects. The CM shall update the CPM schedule at least one per month to indicate progress and potential delay. In the event of a potential delay, the CM shall provide a recovery plan.
11. The CM shall develop cash flow schedules for the duration of the project.
12. The CM shall assist in the resolution of all labor disputes and shortages affecting the projects.
13. The CM shall plan, manage, supervise, direct, and coordinate all trades and suppliers to maintain progress of the Work. The CM shall provide field supervision, site inspections, and testing to assure that all Work is in conformance to the Contract Documents.
14. The CM shall manage the independent material testing and lab services and inspections for the project. This shall include, but not be limited to, testing and inspection services for concrete

work, pipe, asphalt and soil, masonry, etc. The CM shall schedule and coordinate all required tests and inspections and provide and maintain a separate material testing sign-in log.

15. The CM shall attend all meetings of the BON design and construction team as well as land use and other local government meetings as required.
16. The CM shall assume overall responsibility for managing, supervising, coordinating, and maintaining quality control over all aspects of construction.
17. The CM shall obtain all required permits. BON will waive all local permit fees.
18. The CM shall maintain full-time, on-site, experienced personnel required for the administration of all contracts and the execution of the Work.
19. The CM shall program and plan the work in advance of actual construction operations to ensure that trade contractors are utilized to their fullest extent.
20. The CM shall prepare all accepted and approved change orders and other required construction-related information in compliance Local, DECD and State of Connecticut policies.
21. The CM shall conduct and provide minutes of BI-weekly progress meetings with the BON, trade contractors, the Architect and the Architect's consultants to ensure all matters of construction and design are being considered, addressed and resolved.
22. The CM shall conduct regular safety meetings.
23. The CM shall prepare all applications for payment to be submitted to the BON for approval. On a regular (monthly) basis, the CM shall complete and submit budget control reports that outline cash flow, actual cost vs. budget, etc. Certified payrolls, or acknowledgement of receipt thereof, shall accompany each application for payment in accordance with applicable Labor Department regulations. The CM shall serve as keeper-of records during the construction period and shall maintain all certified payrolls and make them available for RSD 18 and other entities for their review and inspection. The CM shall provide all certified payrolls to the BON as part of the project closeout for project records.
24. The CM shall provide closeout reports including guarantees, warranties, as-built drawings, maintenance and procedure manuals any new equipment, and provide sign-offs by proper authorities.
25. The CM shall identify and remedy any incomplete or non-conforming work.
26. The CM shall maintain required insurance and licenses on all trade contractors and suppliers.

27. The CM shall provide technical and staff support for project closeout with DECD.
28. The CM shall develop and track completion of punch-list items.
29. The CM shall track and document for the owner eligible vs. ineligible costs as it relates to state reimbursement requirements for the purposes of managing the various phases of design, construction, and close-out.
30. The CM shall prepare monthly reports for the BON and the Engineer providing the following minimum information:
 - Current cost reports including estimates to complete for each budgeted item, including status of all allowances and contingencies.
 - All current and pending change orders.
 - A CPM schedule update including narrative detailing progress and/or delays that might affect the overall project schedule. Include corrective plans and actions taken regarding any project delays.

VII. Statement of Qualification Proposal Requirements

The following is a list of the Statement of Qualifications elements required for the submission:

1. Letter of Interest
2. A profile of the Construction Management firm. The profile shall include:
 - Resumes of key staff designated to the project. Include a brief description of the role of each key staff member.
 - Geographic location of the headquarters of the firm.
 - Description of equipment, facilities, and other resources assigned to this project.
 - Statement of financial condition of the firm and the ability to appropriately support the required efforts for a project of this size and scope.
3. A list of sub-consultants and roles. Provide the names and addresses of each sub-consultant. Include relevant experience of each sub-consultant.
4. List a minimum of five completed large construction projects in the past ten years that are similar in size and scope to this project. Information for each project shall include the following:
 - Project name, location, and owner.
 - Owner's project manager, including contact information.
 - Engineer, including Project manager and contact information.
 - Initial project budget, final cost, initial completion date, actual completion date, total change orders (owner requested changes, unforeseen conditions, and design team coordination, errors, or omissions).

5. Provide a narrative on the project approach you propose for this project and a corresponding schedule.
6. Include a statement of experience with projects involving the DECD described in section IV above.
7. Include a statement of team experience project involving contaminated soils and soil management requirements.
8. Include the firm's current workload (project in process with anticipated completion dates).
9. Provide a list of litigation history for the past ten years.

VIII. Insurance Requirements/Bonds

The CM shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the BON and State of Connecticut 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. In addition, all Carriers are subject to approval by the BON.

		(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	\$1,000,000
Professional Liability	Each Occurrence	\$5,000,000
Umbrella/Excess Liability	Each Occurrence	\$10,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the awarded 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 (2) years from the completion date.

Workers' Compensation and WC Statutory Limits Employers' Liability

EL Each Accident	\$1,000,000
EL Disease Each Employee	\$1,000,000
EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to the BON prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the BON.

The CM shall be required to provide a labor and materials payment bond and performance bond for the full value of the GMP. The response to this RFQ must include a statement from the CM's surety that it is capable of issuing the bonds for the estimated value of the project.

IX. Evaluation Criteria

The BON will utilize the following criteria to evaluate each firm's Statement of Qualifications:

1. Firm and key personnel's experience with projects of similar size and scope including experience with projects involving DECD and the BON
2. Organization/ assigned team structure for this project
3. Current workload and availability of the team
4. Financial stability of the firm
5. Ability to work within the established schedule and budget
6. Approach to, and understanding of, the project

To the extent not included above, the requirements as set forth in the DECD Guidelines (Appendix E)

X. Construction Manager Selection Process

A. Review Process

BON will review all submissions. BON will determine a short list of no more than three firms, request fee proposals, conduct interviews, and make a final selection, if at all.

B. Presentation and Interview

The firms to be interviewed will be determined by BON. Key members of the proposed CM teams are expected to participate in the interview. Importantly, the personnel included in the responses to the RFQ and present at the interview shall be the personnel assigned to the project. The following

criteria, not listed in priority order, will be addressed in the interview for the final evaluation and selection of the CM:

- Relevant experience of the members of the CM team assigned to these projects
- Clarity and method of presentation
- Knowledge of the proposed projects key issues
- Proposed approach and schedule
- Questions concerning evaluation criteria as defined herein

Although the BON plans to select the CM through a "Quality Based Selection Process" not solely based on proposed fee, the selected firm's proposed fee will be examined to ensure its consistency with that of competing firms. If agreement upon a fee for services from the firm of first choice cannot be reached, the BON may choose to engage an alternate firm. However, The BON reserves the right to reject any and all proposals, to negotiate with any respondent, and to waive informalities and technical defects if it finds, in its sole judgment, that it would be in the best interests of The BON to do so.

XI. Form of Contract

The form of contract and conditions the successful respondent, if any, shall be required to execute is attached hereto as Attachment F. By responding to this RFQ, the respondent agrees and warrants that it will execute the attached contract.

XII. Attachments

- Attachment A 75% Site Development Plans
- Attachment B Preliminary Soil Management Plan
- Attachment C Draft Materials Management Plan
- Attachment D Draft Remedial Action Plan
- Attachment E DECD Bidding, Contracting & Construction Guidelines.
- Attachment F Draft AIA Contract, AIA Document A133