



TOWN OF PALM BEACH
RFQ No. 2021-33
NORTH FIRE RESTORATION PROJECT
Construction Manager at Risk Services

NATURE OF SERVICES

I. INTRODUCTION

The Town of Palm Beach is soliciting proposals from a qualified Construction Manager at Risk (CMAR) for the NORTH FIRE RESTORATION PROJECT, located at 300 North County Road, Palm Beach FL, 33480. This Fire Station is Town's Fire Station #2 and it is designated as a Landmark and historical building.

Work Summary

The selected Construction Manager at Risk will furnish all work, necessary permits, and construction supervision to fully complete and restore Fire Station #2 to an operable Fire Station.

The Construction Manager at Risk will coordinate the schedule of the work performed by their own forces and subcontractors, and monitor the progress and schedule. The Construction Manager will oversee the work area and provide final restoration. Existing local traffic must be maintained in accordance with the Transportation Management Plan developed for the project.

II. SCOPE OF WORK

The purpose and intent of this Request for Qualifications is to provide Construction Manager at Risk Services for the following work:

- Provide pre-construction services which include, but are not limited to, defining value engineering opportunities to minimize project costs and work with Town staff and design consultant in the design phase;
- Competitively bid the project to qualified sub-contractors, according to the policies and procedures outlined in the Town's CM at Risk regulations and develop a Guaranteed Maximum Price (GMP) and project schedule;
- Manage the construction of the improvements that constitute the Project;
- Serve as a Lead Member of the project team and coordinate project meetings;
- Provide required records and documentation for the Town.
- Communicate, in conjunction with the Town, to the residents in the project area regarding progress and coordination of the work. This includes coordination of the service conversion process, attendance at public meetings, and providing information regarding the progress of the work.

Preconstruction Phase: The Construction Manager (CMAR) shall function as an agent of the Town, shall be paid a fixed fee for services performed and shall be an integral part of the design team. The CMAR shall attend all design team meetings, and review construction drawings and specifications. Preconstruction services shall include developing and updating a master construction phase bar chart schedule incorporating estimated construction phase time; constructability review to identify defects, omissions, and recommendations for alternatives; value engineering for all phases of the project; prepare design development estimate and the development of a Guaranteed Maximum Price (GMP) for the construction and complete restoration of this project. Method of cost estimating shall be the Quality Survey Method. It is understood that development of the GMP will not occur until the Preconstruction Phase of the work has been completed. The Construction Manager at Risk shall provide written constructability analyses of the Project, including items to be addressed with the Town Consultants such as accessibility, construction methods, assembly, installation, materials handling, expandability, phasing and other construction phase related activities.

Construction Phase: The CMAR shall cease to be an agent of the Town and shall become the single point of responsibility for performance of the construction contract for the Town. The CMAR shall function in the role as the general contractor providing all necessary services including but not limited to the following:

- a. Prepare an overall Construction Management Plan for the project, including a procurement plan with a recommended procurement schedule to coordinate and expedite the procurement of materials and equipment;
- b. Recommend contracting strategies for the project;
- c. Should the Construction Manager at Risk desire to self-perform any of the portions of the Work, this intention must be clearly conveyed to the Owner prior to the receipt of any other bids for the same scope of work. The Construction Manager at Risk shall not self-perform more than 20% of the Work.
- d. Competitively bid subcontract work, in accordance with Town established purchasing procedures, and share the results with the Town and its consultants, manage the bidding process with oversight by the Town for all the construction work, enter into subcontracts and administer such subcontracts with the understanding that the Town has the right to review and reject any subcontractor;
- e. Prepare shop drawings, RFI's and other documents necessary to accomplish the work;
- f. Manage the construction site and provide for the administration and supervision of the project;
- g. Establish and maintain the construction schedule including identifying variances, delays or early completion of tasks, and the maintenance of the schedule;

- h. Develop a system for cost control;
- i. Develop and manage the pay application and change order process, including coordination with the design staff and Town personnel;
- j. Provide the means and methods of construction;
- k. Provide jobsite safety and security;
- l. Provide continuous monitoring and inspection of work to determine progress and conformance with design documents documenting same;
- m. Schedule and coordinate all required inspections with appropriate disciplines including the Town Inspectors;
- n. Maintain written project progress records and provide written reports of project progress and status at least once a month relating to budget, progress payments, change orders, performance and schedule adherence;
- o. Guarantee the quality of construction;
- p. Perform or cause to be performed, all required remedial work identified through the inspection process and at direction of the Town's appointed project manager;
- q. Participate in meetings on the project with the Town and design staff or public individuals or groups as may be directed by the Town's project manager;
- r. Work in cooperation with the Town's public outreach professionals in keeping those in the work zone informed of construction activities including specific coordination with property owners when work is to occur on private property or when any interruptions in utility service are anticipated;
- s. Develop plan, coordinate, and assist in the start-up testing and certification of any building systems and equipment, replaced and/or affected by the construction;
- t. Provide project close out coordination;
- u. Provide Certificate of Completion and all documents of record to Town staff and/or consultants for archiving;
- v. Provide all other services generally provided by Construction Manager on a project of like magnitude, scope, use, and complexity;
- w. Keep written minutes of all meetings, decisions and discussions pertaining to this project and submit copies of same to the Town and/or Town designees for archiving;
- x. Coordinate the activities and required field work of the electric, cable, telephone and/or other communications service providers as required to facilitate the project.

Overview of Project:

General

The Town of Palm Beach (Town) will be renovating its historic Fire Station #2. The station currently does not meet industry wide standards and codes due to its age. Not meeting these standards increases the risks not only to personnel, but also to personal protective equipment, apparatus, and community safety.

Fire Station #2 is located at 300 North County Road, Palm Beach, 33480. This 3-story fire station is approximately 10,400 sf, with 3 apparatus bays, fire pole, fueling station, staff offices, administration offices, living space, training and conference spaces, men's & woman's locker rooms with associated restrooms and showers, kitchen, elevator, back up –generator.

The selected CMAR for this project shall prepare Construction Documents to fully define the building project and provide traditional construction administration services during the construction phase of this project and provide value engineering services for design beginning at time of award throughout the entire project. The selected CMAR will act as a team partner with the architect/engineering team to provide construction plans as soon as possible to implement the renovation of the historic/landmarked fire station. The selected CMAR will prepare trade scopes of work to obtain the best value for construction that meets the Town of Palm Beach requirements and will provide a Guaranteed Maximum Price for the construction of Fire Station #2. The selected CMAR will assume the standard role of CMAR as the primary contractor to perform to construction for this project.

Under a separate contract, the Town shall engage an independent A/E consultant firm to deliver design and construction oversight services for the Town of Palm Beach. The selected CMAR firm and A/E consultant shall work as a team delivering this renovation on time and within the Towns budget.

The scope of the services to be provided during the post proposal phase of this project shall be but not limited to:

- Program verification
- Architectural Deliverables
- Structural Deliverables
- HVAC Deliverables
- Plumbing Deliverables
- Fire Suppression Deliverables
- Electrical Deliverables
- Building Permitting
- Landmark Approval

Construction Administration

The deliverables shall include both drawings and specifications issued by the Design A/E firm for review by the Town and its consultants.

Having a CMAR involved during early design development will help to ensure that specialized equipment is incorporated into the design efficiently. Most importantly, the

CMAR can work with the Town to develop innovative approaches to this phased and sequenced work for Fire Station #2 and implement overlapping work tasks to leverage efficiencies and ensure this critical facility (and any temporary facilities) maintain life-safety operations for the community at all times.

Time is critical in delivering these facilities. Significant savings in project delivery time will be realized utilizing the CMAR value engineering during the Design phase. The CMAR Team will become a critical project partner in phasing and sequencing of work, ability to maintain ongoing emergency response and operations during construction, material selection, design details, value engineering and constructability analysis. The CMAR Team will be able to perform site investigation during preconstruction to minimize the potential of unforeseen conditions with regards to underground utilities, soils conditions, structure etc. The CMAR team will be able to identify long-lead materials and equipment and bid those items early so that the schedule is not impacted.

By developing the phasing and temporary facility strategy with the design consultant, the project can optimize on concurrent design beginning with concept design (and possibly through construction documents) as well as potential overlap of construction, streamlining the total project schedule, reducing duration of impact to emergency operations, enabling innovative solutions, and ultimately providing greater value for the tax payer's investment.

Project Goals

The Owner has established the following Project Goals:

Efficient and Effective Project. The Design/CMAR Team shall provide designs that maximize the square footage available to meet the needs of the Town of Palm Beach Fire Department, so that the station can effectively serve the community, including but not limited to the following:

- Preparation of all Schematic Design, Design Development and Construction Documents to fully define the building project and provide traditional construction administration services during the construction phase of this project;
- Include the functions and amenities in an efficient workspace including administration spaces within the limited footprint of the building and incorporate as many additional amenities as the budget allows (such as training rooms, administration areas);
- Provide comfortable spaces for staff that are both livable, provide health benefits such as exercise facilities, and incorporate best practices from the Safety and Health Considerations for the Design of Fire and Emergency Medical Services Stations. Please refer to the link below:

https://www.usfa.fema.gov/downloads/pdf/publications/design_of_fire_ems_stations.pdf

- Create functional and comfortable public spaces and buildings that fit into and enhance the surrounding community;
- Design for easy long and short term maintenance and upkeep;
- Be responsible for acquiring any and all Landmarks and ACROM Committee approval;
- Town will consider option for sustainability goal - utilizing USGBC/LEED building standards;
- Provide interior design services for furnishings, fixtures and equipment (FF&E) for the office spaces. The Town will purchase all FF&E as part of a tax savings program.
- Maximize Efficiency of Phasing Plan and Schedule. The CMAR team shall develop

a design and construction phasing plan and schedule that will:

- Maximize the efficiencies of designing and constructing similar stations through the use of repetitive design submissions, equipment submittals, and maintenance and operations requirements;
- Create a reliable schedule that achieves completion of the Project as soon as practicable.

Estimated Target Budget and schedule:

The estimated target budget for design and construction is approximately \$5.5 million with a project completion within 14 months from Notice to Proceed - NTP.

III. SCHEDULED COMPLETION DATE

The scheduled completion date will be determined at time of GMP contract. The selected Construction Manager at Risk is expected to work with any other contractors working within the vicinity. The Construction Manager shall work around Town observed holidays. Schedules shall be provided indicating the start/completion dates of the overall construction project.

IV. DESIGN DOCUMENTS

The preliminary and final design plans and technical specifications shall be prepared by selected firm from RFQ No.2021-29 North Fire Station Restoration Project - Architectural and Engineering Design and Construction Services.

V. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The construction work to be performed under this project shall commence on the date of Notice to Proceed with such extensions of time as are provided for in the General Terms and Conditions. If said work is not substantially completed by the specified date, the Contractor shall be liable and hereby agrees to pay to the Owner as **liquidated damages, and not as a penalty, the sum of Three Thousand, Four Hundred and Forty-Seven US dollars (\$3,447.00) per calendar day** for each and every day or part of a day thereafter that said work remains incomplete.

VI. PERFORMANCE AND PAYMENT BOND

Within ten (10) business days of the award of the Guaranteed Maximum Price by the Town, the Construction Manager shall furnish a Performance and Payment Bond consisting of:

- a. Performance Bond in the form specified by the Owner;
- b. Labor and Materials Payment Bond in the form specified by the Owner.

Bond Requirement: The Construction Manager at Risk shall furnish bonds in the amount of 100% of the contract amount and shall maintain throughout the duration of the Project until one (1) year after Final Completion and acceptance of the Work as provided in Florida Statutes 255.05 et seq, covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be secured by the Construction

Manager from a surety company licensed in the State of Florida with a best rating of A Class V or higher according to the most recent edition of the rating guide published by A.M. Best Company.

The successful Construction Manager at Risk shall be required to provide Surety Bonds in the amount of 100% of the Contract amount. The required premiums shall be paid for by the successful Contractor and shall be included in the Guaranteed Maximum Price.

In addition to the above minimum qualifications, the Surety Company must meet at least one of the following additional qualifications specified.

The Surety Company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 223.111). Further the surety company shall provide the Owner with evidence satisfactory to the Owner, that such excess risk has been protected in an acceptable manner.

Time of Delivery and Form of Bonds: The Construction Manager at Risk shall deliver the required bonds to the Owner within ten (10) business days, after the award of the Guaranteed Maximum Price by the Town of Palm Beach.

The Performance Bond and Labor and Materials Payment Bond shall be written in the amount of the Guaranteed Maximum Price and shall continue in effect for one (1) year after completion and acceptance of the Work. The Bonds shall be dated on or before the Notice to Proceed Date.

The Construction Manager at Risk shall require the Attorney-In-Fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the Power of Attorney.

Pursuant to the requirements of Chapter 255.05 (1)(s), Florida Statutes, Construction Manager shall ensure that the Bond or Bonds referenced above shall be recorded in the public records of Palm Beach County. Proof of recordation must be submitted to the Town prior to issuance of a purchase order. One (1) set of originals is required.

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