

**Administration of Project:** East Providence Community Center

Project Name: The New East Providence Community Center

Response Deadline Date: April 23, 2024, Time 11:00 AM

Project Location: 610 Waterman Ave

Project Number: **RFP EP23/24-17**

City / County: East Providence, Rhode Island 02914

Owner Representative: DPW Director

Owner: City of East Providence

Delivery Method: CM at Risk

Prevailing Wages: Yes, as published by the RI DOL

The City of East Providence seeks sealed bids, this is a request for Proposal (RFP) for Construction Manager at Risk (CMaR) Services for the New East Providence Community Center. Specifications may be downloaded from the City's website <https://eastprovidenceri.gov/rfp>

One (1) original, two (2) copies of proposals and one (1) thumb drive shall be submitted in one (1) sealed envelope to East Providence City Hall, Controllers Office, Room 103, Attn: Jessica Lamprey, Procurement Specialist, 145 Taunton Ave., East Providence, RI 02914 no later than **TUESDAY APRIL 23, 2024, at 11:00 AM**. The bids will be publicly recorded. Bids received with a time of 11:01 AM or later will be rejected. The outside envelope needs to be marked **RFP EP23/24-17 Construction Manager at Risk Services for New East Providence Community Center**.

A non-mandatory pre-bid conference will be held on **Tuesday April 2, 2024**, at 610 Waterman Ave, East Providence, at **10:00AM**.

Any questions regarding the RFP may be directed in writing to Jessica Lamprey, Procurement Specialist at [jlamprey@eastprovidenceri.gov](mailto:jlamprey@eastprovidenceri.gov) no later than **Tuesday, April 9, 2024, AT 4:00 PM**.

The City reserves the right to reject any/or all companies, to waive any informality in the proposal statement and to accept the proposal of any company based on what the City deems to be in its best interest.

Equal Opportunity/Affirmative Action Employer

Jessica Lamprey  
[jlamprey@eastprovidenceri.gov](mailto:jlamprey@eastprovidenceri.gov)

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## Project Overview

### A. Project Description

This project encompasses a new modern-designed community center for the City of East Providence. The conceptual design is based on a standalone steel structure with a metal panel exterior, featuring ample natural light, a contemporary gymnasium (~9,950 Sq Ft), versatile multipurpose space (~3,400 Sq Ft), Restrooms, Common and Utility Spaces (~2,800 Sq Ft). The Senior Center will be fully operational during all construction phases.

The Contracting Authority has retained STARK Architects, Inc for Design Services and Peregrine Group for Owner's Project Manager (OPM) Services.

The Contracting Authority will procure 3<sup>rd</sup> Party Testing and Inspection, and Commissioning Services.

### B. Scope of Services

In the performance of its services the CMAr will work cooperatively with the Contracting Authority, the A/E, owner's project manager and any other project participants engaged by the Owner. The project will be divided into four primary stages; Pre-Construction (Design), Construction, Occupancy, and Post Construction / Closeout. Each stage may be further subdivided and there may be occasions when services between stages run concurrently or are staggered in keeping with the projects overall schedule requirements.

#### Pre-Construction/ Bidding

The CMAr will be expected to participate fully during the pre-construction phase. The CMAr shall be responsible for cost estimating and reconciliation of Schematic Design, Design Development, and 60% Construction Documents, cost control management, scheduling, phasing plans, logistics, value engineering, systems life cycle cost analysis, constructability reviews, permitting assistance, subcontractor pre-qualification and procurement and bidding, and shall assume responsibility for the completeness of the 90% construction documents to eliminate claims that may arise from ambiguities, conflicts, overlaps or omissions in the 100% construction documents. During the Pre-Construction Phase of the Project, the CMAr shall work closely with the Owner, the OPM, the Architect, and any other consultants such as commissioning agents on the specific tasks listed below and shall provide all other services required for projects of the type and scope of the Project and customarily provided by a construction manager at risk during the pre-construction phase of a project. In addition, selective exploratory work or testing to determine hidden conditions such as suitability or the relocation of utilities as potential enabling work prior to construction start, may take place during the pre-construction phase. The Owner continues to seek additional funding sources and design changes/ alternatives may be added during the Pre-Construction phase.

1. Provide design constructability and interdisciplinary review comments of documents produced by the A/E during the Schematic Design, Design Development, and Construction Document stages.
2. Participate in design review meetings with the Owner, A/E and City.
3. Develop and maintain estimates of probable construction cost including value engineering and life cycle costs of select building elements / systems if necessary. The CMAr shall provide a written analysis of all value engineering opportunities for building materials, systems, equipment, and phasing/ construction durations and shall perform life cycle cost analyses for selected major building elements. Reconcile estimates with the A/E's estimate. With drawings and specifications from the Architect, the CMAr shall prepare full and complete cost estimates at the completion of Schematic Design, Design Development, and 60% Construction Documents, and cost updates at appropriate intervals during the development of the construction documents. All estimates shall be provided in a format acceptable to the Owner (CSI requirements). The CMAr shall evaluate each of these estimates against the Owner's construction budget and, where necessary, shall recommend appropriate action in order to correct and/or avoid potential cost overruns. At each phase of the design process, authorization to proceed to the next phase shall be contingent upon the acceptance of the CMAr's building cost estimates as compared to the Owner's construction budget. In addition, the Owner will obtain independent cost estimates at each milestone noted above. The CMAr shall compare such estimates with its own current estimate to identify significant cost differences and shall work with the Owner and the Architect to reconcile those differences. The CMAr shall submit a projected cash flow analysis at each cost estimate submission with anticipated costs to be spent on a month-to-month basis throughout the anticipated project.
4. Determine the potential benefit of and recommend to the Owner if desirable Design Assist services for selected portions of the project. Competitively solicit and engage Design Assist contractors as authorized by the Owner.
5. The CMAr shall provide proposed early release package scopes, phasing, and project schedules within four (4) weeks of the execution of the Contract for the Preconstruction portion of the project. These schedules shall identify the design phase milestone submissions and all significant project activities. With input from the Owner, the OPM, and the Architect, the CMAr shall update the project schedule (a) monthly, (b) as milestones are reached, and (c) more frequently as required to reflect the most recent Project developments. CMAr shall

advise on the most efficient (budget/ schedule) phasing plan.

6. Develop a Master Project Schedule that encompasses all aspects of the project including Owner, A/E, other Owner consultants / contractors and CMaR's responsibilities for Pre-Construction through Post Construction / Project Closeout stages. This shall be updated at least monthly and shall be a Critical Path Method Schedule that includes data on costs and resources.
7. Develop Site Logistics strategies with associated plans to support phased construction while maintaining concurrent access to existing facilities and active construction areas with the mindset of Lean Construction to be submitted for each design phase at milestone submissions to A/E and Owner's team for review, coordination, and approval.
8. Pursuant to approval from the Owner or Designee, the CMaR will perform exploratory investigations of the site to determine the locations or suitability of hidden conditions or utilities. Costs for these activities will be invoiced through the CMaR to the Owner without mark-up. The execution of the selective testing or any other construction activity that is advantageous to the project and approved by the Owner or OPM, will also be invoiced through the CMaR to the Owner without mark-up during the preconstruction phase.
9. Develop a project specific Safety Plan.
10. In concert with the Owner and A/E, develop a permitting strategy.
11. Assist the Owner with the coordination of furniture, fixtures, equipment, technology, telephone / data, and security systems installation to ensure that subcontractor support, access and requirements are completed for efficient installation.
12. Develop and manage the M/WBE engagement and Subcontractor Prequalification, Approval and Bidding processes.
13. Develop a phased procurement strategy for review and approval by the Owner to support the projects schedule requirements. Coordinate same with the A/E for required early release design packages.
14. Through an open book process with the Owner solicit and obtain bids from vendors and subcontractors, perform scope reviews, obtain best and final proposals, submit recommendations to award to the Owner, and subject to Owner approval, execute contracts with the approved vendor / contractor.
15. At the time when design is sufficiently complete, as agreed by the Owner and CMaR, to minimize the inclusion of Allowances and Contingencies for incomplete design or other matters, the Construction Manager shall prepare a detailed GMP proposal for incorporation into a GMP Amendment. Prior to preparing its GMP proposal the CMaR and Owner shall meet to review in detail the Owners' project requirements, required scope of CMaR services and the project's construction schedule to be included in the GMP proposal. GMP is due 4 weeks from 100% CDs.
16. The Owner will award a Pre-Construction Service Agreement for Construction Management Pre-Construction Services to the selected proposer. The Pre-Construction Services will culminate in the negotiation of a Guaranteed Maximum Price for the services required to be performed by the CMaR during the Construction Phase. If the Owner decides not to extend the contract to the Construction Phase, the CMaR shall not be entitled to recovery of any monetary awards associated with the Construction Phase such as costs and/ or anticipated profits.
17. It is the intent of the Owner to negotiate with CMaR on a Guaranteed Maximum Price. The Owner may award the construction phase services to the CMaR and in such an event the CMaR shall be required to execute the Agreement and General Conditions between Owner and Construction Manager for Construction Phase Services. If the Owner and the CMaR cannot agree on a Guaranteed Maximum Price, or if the Owner deems it

to be in its best interest, the Owner will not award the Construction Phase Services of the Project to the CMAr. In such an event, the CMAr will immediately stop all work and the Owner will award the Agreement for Construction Phase Services through other means. The Owner reserves the right to terminate this agreement at any point during the process or any phase and resolicit or change the procurement approach.

#### 18. Development of a Guaranteed Maximum Price

At a mutually determined time (currently anticipated to be 100% Construction Documents) the CMAr shall submit a draft Guaranteed Maximum Price (GMP) with all supporting documentation in a format as approved by the OPM and, at a minimum to include: 1) detailed breakdown of Trade Work (cost of the work) plus General Conditions, 2) Lump sum general conditions with detailed backup, 3) proposed CMAr Contingency, 3) list of all contract documents and other basis of GMP, 4) list of all qualifications and assumptions, 5) list of allowances and holds, and 6) project schedule including a detailed phasing schedule. The CMAr shall furnish all back-up documentation for the GMP if requested by the OPM including but not limited to quotations, estimates etc. One of the purposes of draft GMP is to develop the protocol and requirements for submission of the final GMP.

The CMAr shall develop a final GMP on the basis of 100% Construction Documents unless the Owner requests that the GMP be based on an earlier set of documents. Under the GMP, the CMAr shall agree to provide all construction phase services, including all required permitting, management, supervision, and construction work for the Project, where:

**GMP = Cost of Work (including GRs) + LS General Conditions + CMAr's Fee (Percentage x Direct Construction Costs) + CMAr's Construction Contingency**

If the Owner and the CMAr agree on the GMP, and the Owner determines to proceed with the Project, then the Owner and the CMAr shall execute the Agreement for Construction Phase Services, which shall be in the form which is attached hereto and marked **Exhibit A**. If the Owner and the CMAr cannot agree on the GMP, then Owner may terminate the Pre-Construction Services Agreement and proceed with the construction phase services for the Project with another firm or through other means (another mode of procurement).

The Proposer should also recognize that the Owner may ask the CMAr to proceed with certain limited construction phase services for the Project at an agreed upon price prior to the time that the CMAr's pre-construction services are complete.

#### Construction

1. The CMAr shall obtain all required building permits.
2. The CMAr shall document all existing conditions of everything to remain prior to construction, and ensure that items to remain are protected from construction work and construction debris, etc.
3. The CMAr shall provide access to Project Management Software to Owner/ OPM and A/E teams for project documents and logs including Daily Reports. Daily Reports should be completed on a daily basis and access provided to Owner/ OPM and A/E teams.
4. The CMAr shall construct the project in keeping with scope of the Work, schedule, phasing logistics and any related documents all as stipulated and identified within the CMAr's GMP proposal and the Owner approved GMP Amendment.
5. The CMAr shall attend and participate in weekly site Owner/ Architect/ Contractor project meetings with the City representatives, the OPM and the Designer, as required. The CMAr shall also conduct regular meetings at the site with the subcontractors. In addition, and as requested, the CMAr shall meet to report on construction progress to the City/ City Council and the OPM at regular intervals as required throughout the project.
6. Hold all subcontracts and be responsible for the means and methods of construction, site logistics, temporary

construction / facilities, project safety, completion in accordance with the schedule, compliance with applicable laws and regulations including monitoring compliance of any stipulated requirements related to M/WBE, equal employment, apprenticeship utilization and prevailing wages.

7. The CMAr shall develop and implement a Quality Control Program, which shall include review, approval, monitoring, and enforcement of the quality control program of all subcontractors. The CMAr shall coordinate the installation of mock-ups as indicated on Construction Documents.
8. The CMAr shall develop and implement a project specific safety program from Contracting Authority and its vendors to project subcontractors.
9. The CMAr shall submit monthly reports on the 5<sup>th</sup> of every month to the Owner indicating the progress of the Work to support all compliance monitoring and other matters desired by the Owner, including but not necessarily limited to, safety, cost, schedule, changes, quality, and performance related to any specific contract goals / requirements.
10. The CMAr shall provide a Monthly Master Project Schedule update that shall include the review and approval of subcontractors' proposed schedules for conformance to the requirements of the Contract Documents.
11. The CMAr shall coordinate Owner provided 3<sup>rd</sup> Party inspection and testing and commissioning services with the progress of the work to ensure completion in accordance with project requirements and applicable Federal, State and Local Government rules and regulations.
12. The CMAr shall review Monthly Progress Payment Requests and submissions to the Owner. CMAr shall review billing by all subcontractors to ascertain that all work being billed has been completed to Construction Documents and the contractor has complied with appropriate wage scale and employee compensation regulations. CMAr shall submit payment requisitions according to Contract Documents. Certified Payroll, W/MBE reporting shall be part of Monthly Progress Payment Requests.
13. The CMAr shall review and submit Potential Change Orders and finalize Change Orders with all back up to substantiate costs.
14. The CMAr shall obtain certificates of Substantial Completion. The CMAr shall advise the A/E and OPM on schedule of punch list work- CMAr's pre-punch, punch list walk throughs and completion. CMAr shall prepare a list of incomplete work and work which does not conform to the construction documents. As shown on the preliminary project schedule, each phase shall have separate substantial completion dates, with varying turnover dates, warranties, owner training and Cx Agent support.
15. As-Built Drawings: Throughout the construction phase of the project, the CMAr shall develop and maintain detailed as-built drawings and shall monitor the subcontractors to ensure that other such drawings are prepared thoroughly and in a timely manner. At the completion of the project and prior to submission of its final application for payment, the CMAr shall submit to the Designer for review and approval all of the as-built drawings. Progress submissions will be required at the completion of each phase of the work. All drawings, documents etc. generated for this project is the sole property of the Owner.
16. Obtain requisite approvals and certificates from all Authorities Having Jurisdiction (AHJ) necessary for the Owners use and occupancy of the facilities.

#### Occupancy

1. CMAr shall assist the Owner as requested to facilitate the relocation of existing materials, furniture, fixtures, and equipment from existing to new facilities.
2. CMAr shall assist the owner as requested with coordination of owner furnished FF & E

Post Construction / Project Closeout

1. CMaR shall provide all final reports and documentation required by the contract documents including that required to secure Federal and State funding reimbursement.
2. Project Closeout Procedures: The CMaR shall develop and implement procedures for the orderly completion of punch list items and for the final inspection, testing, programming and initial operation of all equipment and systems. The CMaR and the subcontractors shall participate, as required by the Commissioning Agent, in startup, testing and adjusting of the projects mechanical electrical and plumbing systems in order to satisfy the testing program developed by the Commissioning Agent. Due to the project's approach, multiple efforts may be required from the CMaR and the subcontractors. The CMaR shall prepare a recommendation for the final acceptance of the project after the CMaR, and subcontractors have corrected deficient work and satisfied all contract conditions. The CMaR shall prepare a final payment request and final report. The CMaR shall coordinate all training for the City and facilities staff on the use of the new building systems.
3. The CMaR provides an electronic turnover package of all maintainable asset data. Include applicable manufacturer and contractor operation and maintenance information with associated plans. Asset data shall be in a database format, structure, and detail commensurate with the Owners requirements for import to their maintenance management system.
4. The CMaR shall manage subcontractors/ vendors during the warranty period in the event that issues arise.

Other Considerations

1. The Owner may elect to utilize an Owner Controlled Insurance Program or a Contractor Controlled Insurance Program. The CMaR shall include a brief description of their experience with such programs and offer their opinion of which approach they believe would best serve the Owners interest.
2. This is a Prevailing Wages project as defined by RI GL § 37-13-6, and as such, must comply with RI GL § 37-13-4-14 and §37-13-16, ensuring that CMaR is compliant with Rhode Island's Prevailing Wage requirement.
  - a) A copy of §§ 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works or school transportation services awarded by the state, any city, town, committee, an authorized agency, or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price is in excess of one thousand dollars (\$1,000).
3. RI GL § 37-14.1-6, ensuring that minority business enterprises reach a minimum of fifteen percent (15%) of the dollar value of the bid.

**C. Funding / Estimated Budget**

Total Project	<u>\$12.4 M</u>
Construction	<u>\$9.3 M</u>

**D. Anticipated Project Schedule (subject to change)**

Schematic Design Complete	<u>April 2024</u>
Schematic Design Estimate Complete	<u>May 2024</u>
Design Development Complete	<u>August 2024</u>
Design Development Estimate Complete	<u>September 2024</u>

60% Construction Documents	<u>September 2024</u>
60% CDs Estimate	<u>November 2024</u>
100% CDs Complete	<u>January 2025</u>
GMP	<u>March 2025</u>
Substantial Completion	<u>September 2026</u>

**E. M/WBE Participation Requirement of 15% of Project Cost**

**F. Evaluation Criteria for Selection**

Primary Firm Workload and Size

Each firm responding to this RFP will be evaluated and selected based on its qualifications and the qualifications and experience of the individuals identified as the candidate's proposed team for the Project. Respond with a minimum of three (3) references the Owner and its representatives may contact, by phone, or email. Each firm must include the following financial information and any other evidence of the firm's stability and ability to provide the required services for both the Pre-Construction and the Construction Phases of the Project:

- Most recent financial statement, including balance sheet, income statement, and statement of cash flows.
- Provide value and location information of contracts awarded and current project status in the last 60 months.

Recommended Pre-Proposal Meeting: Prior to submitting a response to the RFP, firms are required to meet with the Owner at 610 Waterman Ave, East Providence, RI. The purpose of the pre-proposal meeting is to permit the firms an opportunity to ask the Contracting Authority and/or Owner questions in an individual setting to help the firms prepare their responses to the RFP. The date for this recommended pre-proposal meeting is April 2, 2023, at 4:00 PM.

Fee Proposal:

Pre-Construction Phase Services will commence in May 2024 and continue through December 2024 and may run concurrent with early release and early GMP work. Final GMP approval is targeted for approval in March 2025. During the Pre-Construction Phase of the Project, CMaR services are to be based solely on actual hours worked by previously approved staff and the previously established and approved billing rate of said staff. It is anticipated that the Project Team will meet weekly, and the Building Committee will meet monthly, with other meetings scheduled, as necessary. In addition to the 3 full estimates (SD, DD, 60% CDs), the cost of the draft GMP shall be included in the preconstruction phase fee. Each firm must provide a not to exceed total cap for all preconstruction expenses along with hourly billing rates which identifies staff, position, and the hourly billing rate for the specific staff positions during this phase.

- Exploratory testing and/or destructive site investigations to be excluded from the monthly NTE fee. Specific written authorization from the Owner or designee shall be obtained in advance of performing these extra services. Costs for these services will not be reimbursed without Owner or Designee approval. All costs for these extra services shall be reimbursed at cost without mark up.

Technical Proposal

Each Proposal shall include the following information, and must demonstrate to the Owner that the Proposer is capable of performing the services required of the CMaR for this Project:

1. Management Plan. The Proposal shall include a proposed Management Plan for the Project, which describes in detail the firm's proposed approach to meeting the Project goals -- including schedule management, budget management, and quality management goals. The management plan shall include a staff responsibility matrix, coordinated with the Staffing Plan described below, which indicates whom on the staff assigned to the project has primary responsibility for the tasks typically required to be completed on a CMaR at risk project of this size and scope. Some examples of those tasks would include management of the weekly job meeting; review and processing of submittals; preparation of two-week look-ahead schedules; development of mechanical coordination drawings; etc. The management plan should also include a brief description of your firm's philosophy and policy on managing the

included tasks and specific examples or reports which show how your firm provides added value to the project team. Describe the estimating, project management, scheduling, cost control or other systems/ software the firm will use to provide services for the Project.

2. Staffing Plan. The proposing firm shall also provide a staffing plan, which shall include a chart to describe in detail how the staff is assigned to the Project during each phase of the Project, including each of the following project phases: Construction Documents, Development of GMP; Trade and Other Subcontractor Pre-Qualification and Bidding, Construction and Commissioning. The chart should clearly indicate the anticipated duration (in months) of each phase, and the number of men-hours per month budgeted for each staff level for each phase. The staffing plan also should include a specific list of current commitments of each assigned staff in such a manner that the Owner can ascertain the availability of the staff person for the responsibility assigned.
1. Technical Solutions Plan: The Proposer shall respond to the following items. The responses shall demonstrate the Proposer's understanding of CMaR, the proposed project scope and shall indicate how the CMaR will work in the Owner's interest to:
  - a. Develop a construction schedule utilizing the design milestones included in the current project schedule attached to this RFP. Accordingly, present a construction plan that identifies key tasks that the Construction Manager at Risk deems necessary to achieve that Substantial Completion date and details the complete construction process including integration with the Town's separate vendors for commissioning, furniture, equipment, and technology.
  - b. Demonstrate track record of performance of in-house estimating on projects comparable to the Project.
  - c. Provide a draft logistics Construction Mitigation Plan including proposed phasing. Highlight how you would approach the construction on a limited site in close proximity to an active senior center that is to remain in operation during construction. Propose efforts to mitigate impacts, including construction traffic and parking, to the surrounding residential neighborhoods. Please note your approach to handling issues that may arise in the neighborhood and examples of how your firm has addressed this in past projects.
  - d. Provide a design review and constructability review log on the representative design documents included in this RFP. It is understood by the selection committee that these are schematic design level plans and only a representative set of drawings. Provide a 2-page maximum design review log that demonstrates your firm's understanding of the constructability review expectations of the project and insight into your firm's process.
  - e. Provide examples of how your firm assists in the review of sustainability goals during the pre-construction phase and implementation during the construction phase.
  - f. Provide 3 examples of how your firm provided clear and measurable added value to a specific project challenge. Indicate the nature of the challenge as well as your firm's response (provide a contact – either owner or architect – who can verify response).
  - g. Interested CMaR firms are required to address how they will implement Building Information Modeling ("BIM") on the project; experience, level of training and capacity of staff related to BIM. Identify the incorporation of team members / partners that have previous BIM experience, and an understanding of collaborative BIM processes, including but not limited to subcontractors, the A/E, and the Owner. Include related experience with the implementation and utilization of VDC services.
  - h. Indicate whether the firm intends to self-perform any demolition or construction related work on the Project with trade labor through a competitive process and, if so, the nature of the work and capability to self-perform. Note: Work cannot be self-performed work unless it is competitively bid. Owner reserves the right to exclude self-performed work.
  - i. The proposer shall provide narrative outlining their pre-qualification process of potential trade subcontractors.
4. Contract Exceptions: Indicate any and all exceptions to the standard AIA A133 and AIA A201 contracts.
5. Preliminary definition of anticipated Trade Contractor and sub-contractor bid packages and scopes of work for the project.

Interview: After submitting responses to the RFP, the Contracting Authority and Owner will interview the short-listed firms. The purpose of the interview is to confirm the Proposer is qualified. The Owner and Contracting Authority will



meet the proposed Project team, become familiar with key personnel, and understand the project approach and have the ability to meet the stated objectives for the Project. Please be prepared to discuss with specificity the firm’s capacity to conduct this work in compliance with the timetable, budget, and any other Owner expectations. The Contracting Authority will notify the selected firm(s) to schedule time(s) for the interview(s).

Selection Schedule: subject to change.

RFP Advertise	March 25, 2024
Pre-proposal Recommended Meeting	April 2, 2024, 10:00 AM
Questions due	April 9, 2024, 4:00 PM
Responses to questions	April 12, 2024
Proposals due	April 23, 2024, 11:00 AM
Interviews	Week of April 29, 2024
Selection of CMaR	May 2024
Recommendation to City	May 2024

Cancellation and Rejection: The Contracting Authority reserves the right to reject all proposals and cancel at any time, for any reason, this solicitation, any portion of this solicitation or any phase of the Project. The Contracting Authority shall have no liability to any proposer arising out of such cancellation or rejection. The Contracting Authority reserves the right to waive minor variations in the selection process. The Contracting Authority shall not reimburse proposers for any expenses related to their preparation and submission of a proposal (RFP) including interviews.

**G. Submittal Instructions**

Firms are required to submit One (1) original, two (2) copies of proposals and one (1) thumb drive shall be submitted in one (1) sealed envelope to East Providence City Hall, Controllers Office, Room 103, Attn: Jessica Lamprey, Procurement Specialist, 145 Taunton Ave., East Providence, RI 02914 no later than **TUESDAY APRIL 23, 2024, at 11:00 AM**. The bids will be publicly opened and recorded in Room 306 at East Providence City Hall. Bids received with a time of 11:01 AM or later will be rejected. The outside envelope needs to be marked **RFP EP23/24-17 Construction Manager at Risk Services for New East Providence Community Center**.

Unless otherwise noted or exempt, all documents submitted to the Contracting Authority in response to this RFP are public and will be available for inspection at the conclusion of the selection process. The following information shall remain confidential and will not be released: (1) Proposal Form(s), except for cost category subtotals which will be transferred to the Rating Form; (2) Financial Capacity; and (3) Bonding/Insurance and (4) any trade secrets, proprietary or confidential information identified by the proposer with their proposal submission, to the extent allowed by applicable federal and state law.

Documents attached:

- Table A** Cost Classification Matrix
- Table B** Fee Proposal Form for Construction Phase Services
- Table C** Schedule of Construction Management Costs- Preconstruction Phase Services
- Table D** Detail of Construction Phase General Conditions Costs
- Schedule A-** CM at Risk Qualifications Application
- Schedule B-** Executive Summary
- Schedule C-** Management Personnel
- Schedule D-** Similar Project Information
- Schedule E-** Terminations and Legal Proceedings
- Schedule F-** Safety Record
- Schedule G-** MBE/ WBE and Workforce Compliance Record
- Schedule H-** Audited Financial Statement
- Schedule J** – Standard Instructions to Bidders (Short Form) Request for Proposals.

Conflict of Interest Statement  
Certificate of non-collusion

Proposers are required to submit the following information in response to this RFP.

1. **Bonding/Insurance:** Provide evidence of capacity to provide bonding in the amount of the construction budget (e.g. a letter from your Surety agent stating that one or more Sureties will issue Bonds in the amount of the construction budget if your team is selected) in an amount equal to or greater than 110% of the estimated construction cost and a copy of the firm's certificate of insurance showing the firm's current limits of liability for commercial general liability, employer's liability, business automobile liability, and professional liability insurance.
2. **Table B** Fee Proposal Form for Construction Phase Services
3. **Table C** Schedule of Construction Management Costs- Preconstruction Phase Services
4. **Table D** Detail of Construction Phase General Conditions Costs
5. **Schedule A-** CM at Risk Qualifications Application
6. **Schedule B-** Executive Summary, Technical Proposal
7. **Schedule C-** Management Personnel
8. **Schedule D-** Similar Project Information
9. **Schedule E-** Terminations and Legal Proceedings
10. **Schedule F-** Safety Record
11. **Schedule G-** MBE/ WBE and Workforce Compliance Record
12. **Schedule H-** Audited Financial Statement
13. **Schedule J** – Standard Instruction to Bidders (Short Form) – Request for Proposals
14. Conflict of Interest Statement
15. Certificate of non-collusion – Also in Schedule J

**Request for Qualifications - CM at Risk Selection Rating Form**

Project Name The New East Providence Community Center  
 Project Number **RFP EP23/24-17**

Proposer Firm \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Selection Criteria		Value	Score
<b>1. Primary Firm Workload and Size</b> (Maximum 10 points)			
a. Firms Average Annual Gross Revenues	In Rhode Island	3	
	In New England	2	
b. Value of contracts awarded in previous 36 months	In RI	3	
	In New England	2	
<b>2. Other Considerations</b> (Maximum 5 points)			
a. Manage / Coordinate FF&E and Technology	Experience / ability to perform effectively and collaboratively	0 - 5	
<b>3. Technical Proposal</b> (Maximum 65 points)			
a. Management Plan	Reflection of high degree of understanding of the CMaR process, reflects creativity and added value to the process	0 - 6	
	Reflects general understanding of the CMaR process as it relates to this project in most categories and high understanding in some categories; staff responsibility matrix includes most major tasks and categorizes responsibility within the staff completely and generally thoughtful manner. Some sample reports reflect creativity and add value	7-13	
	Reflection of high degree of understanding of the CMaR process, staff responsibility matrix includes all major tasks and categorizes responsibility in a thoughtful and coordinated manner reflects creativity and added value to the process	14-20	
b. Staffing Plan	Shows minimal understanding of project's scope and staffing needs and minimally coordinated with general condition breakdown	0 - 6	
	Staffing plan shows general understanding of project scope and staffing needs and is mostly coordinated with general conditions breakdown; quality of key staff is high	7-13	

	Shows comprehensive understanding of project scope and staffing needs and is coordinated with general conditions breakdown in price proposal, quality of most staff is high	14-20	
c. Technical Solutions Plan	Responses to questions showed minimal understanding of project complexity and/ or project examples were not easily verifiable	0-5	
	Responses to questions show thoughtful consideration or project complexity; project examples were mostly verified and accurate	6-13	
	Responses to questions show consistently thoughtful consideration of project complexity; project examples were verified and clearly accurate	14-20	
<b>4. Interview (Maximum 10 points)</b>			
a. Presentation/ Q & A	Team on the interview showed cohesiveness, responsiveness to Owner's concerns, addressed questions.	0-15	
<b>5. Cost Proposal (Maximum 10 points)</b>			
a. Preconstruction Proposed Fee	Lowest Cost=100% x Available Points (2nd lowest cost/ lowest cost) x 10	0-10	
Bonus – The proposer has demonstrated meeting or exceeding the Owner goal of 15% MBE/ WBE participation		10	
		<b>Subtotal</b>	

Notes:

Evaluator:

Name \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Owner will select the offer it determines to represent the BEST VALUE (most responsive and responsible submission) for the Owner. While cost is a factor, it is not the sole determining factor. The Owner will evaluate all cost / price and non-cost / price criteria specified in this solicitation and contemplates consideration of tradeoffs of cost / price for evidence of superior performance as demonstrated by an offeror's response to the non-cost / price criteria (Primary Firm Workload and Size; Technical Proposal; etc.). The city will consider non-cost / price criteria, when combined, to be more important than cost / price criteria.

**Table A**  
**Cost Classification Matrix**

**Legend:** x does not include under category  
✓ include under category.

DESCRIPTION	Pre-Construction/ Procurement	General Conditions	General Requirements	Cost Of Work

**Table B  
FEE PROPOSAL FORM  
FOR SERVICES**

This Proposal is based upon the RFP dated xxx, and Addenda Nos. \_\_\_\_\_

PRECONSTRUCTION PHASE	PROPOSED NTE FEE
<b>Preconstruction Fee</b>	
<i>Note: State a Not to Exceed Sum for the Preconstruction costs as denoted on the Cost Classification Matrix above. Not to Exceed fee should be based on up to 8 months. A detailed backup identifying staff committed by name and position as well as their hourly commitment should be submitted.</i>	\$
CONSTRUCTION PHASE	PROPOSED FEE- to be negotiated
<b>Total of CMAR's Direct Costs for Bonds &amp; Insurance</b>	
<i>Note: State separately the direct cost in dollars for all bonds and for all insurance anticipated for this project. This current estimated total construction cost is preliminary. The fee that shall be paid for costs of bonds &amp; insurance shall be adjusted to reflect the GMP amount. This adjustment shall be made in the Agreement for Construction Phase Services, which shall be signed at the end of the Pre-Construction Phase. Bond Costs: Costs of the Performance and Payment Bonds equal to 100 percent of the anticipated Contract Sum.</i>	CM Performance and Payment Bonds \$  Insurance:  \$
<b>Construction Manager's Lump Sum General Conditions</b>	
<i>Note: State a Lump Sum for the General Condition Costs as denoted on the Cost Classification Matrix in Table A. Lump Sum should be based on the schedule duration proposed by the CMAR schedule after commencement and 2 months of closeout. Please furnish a separate breakdown of costs for all elements listed as General Conditions to include unit rate, quantity, and total.</i>	\$
<b>Construction Manager's Direct Costs for General Requirements</b>	
<i>Note: Provide Proposed Cost for General Requirements per breakdown provided in Table A based on the scheduled duration proposed. Please furnish a separate breakdown of costs for all elements listed as General Requirements to include unit rate, quantity, and total.</i>	\$
<b>Construction Manager's Percentage Fee</b>	
<i>Note: State the proposed Construction Manager Fee as a percentage. This fee percentage shall be applied to all direct construction costs (other than general condition costs which shall specifically include fee.)</i>	%

**TABLE C**

**SCHEDULE OF CONSTRUCTION MANAGEMENT COSTS – PRECONSTRUCTION PHASE**

**Note: Titles in the boxes below are listed for convenience only. Please add more titles if needed and insert zeros on the lines you do not plan to use.**

<b>C.1. Preconstruction Title</b> List company name for Consultants/ Subcontractors to CMAR	Personnel Name	(A) Duration in Months	% of Time Onsite	(B) Hourly Rate	(C) Monthly Rate	(AxC=D) Total Cost
Principal				\$	\$	\$
Estimator				\$	\$	\$
Project Manager				\$	\$	\$
Superintendent				\$	\$	\$
				\$	\$	\$
<b>Key Personnel</b>					<b>Total</b>	\$

Firms are requested to identify professional registrations, memberships and credentials including but not limited to: LEED GA, LEED AP, LEED AP+, CCCA, CCM, CCS, CDT, CPE, DBIA, and any other appropriate or relevant design and construction industry memberships or credentials. Identify the information on the resume page for individuals in Block 22, Section E of the form.





**SCHEDULE A**

**Schedule A -CM at RISK QUALIFICATIONS APPLICATION**

Firm Name: \_\_\_\_\_

**1. BUSINESS INFORMATION**

Type of business entity (corporation, partnership, joint venture, etc.): \_\_\_\_\_

Number of years in business under current business name: \_\_\_\_\_

List all other business names firm has operated under and the periods for each:

\_\_\_\_\_

\_\_\_\_\_

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**If firm is a corporation, provide the following information:**

State of incorporation: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_

Name of President: \_\_\_\_\_

Name of Vice President: \_\_\_\_\_

Name of Secretary or Clerk: \_\_\_\_\_

Name of Treasurer: \_\_\_\_\_

**If firm is a partnership or joint venture provide the following information:**

Type of partnership/joint venture: \_\_\_\_\_ Date of organization: \_\_\_\_\_

Name of each partner or venturer:  
\_\_\_\_\_  
\_\_\_\_\_

Is partnership or joint venture registered in Rhode Island? \_\_\_\_\_

For each general partner or venturer that is a corporation, provide the following information (use additional sheets if necessary):

Name of corporation: \_\_\_\_\_  
State of incorporation: \_\_\_\_\_

President: \_\_\_\_\_  
Secretary or Clerk: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Name of corporation: \_\_\_\_\_  
State of incorporation: \_\_\_\_\_

President: \_\_\_\_\_  
Secretary or Clerk: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

**If firm is individually owned provide the following information:**

Name of Owner: \_\_\_\_\_

Date of organization: \_\_\_\_\_

Owner's Residence Address: \_\_\_\_\_

Names under which firm does business: \_\_\_\_\_

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

If the selected firm is an individual doing business under a different name, then they must furnish evidence of any required DBA filings.

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**2. LICENSURE AND PERFORMANCE INFORMATION**

List all jurisdictions and trade categories in which the firm is legally licensed or otherwise qualified to do business and for each jurisdiction provide registration and license numbers where applicable:

\_\_\_\_\_  
\_\_\_\_\_

If the firm customarily self performs work, please identify the types/areas of work below:

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**3. REFERENCES**

Provide three trade references below. Include name of reference, current contact person, telephone number and address:

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Provide two bank references below. Include name of reference, current contact person, telephone number and address:

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**SCHEDULE B**

**Schedule B - EXECUTIVE SUMMARY & TECHNICAL PROPOSAL**

**Respondents must attach Executive Summary & Technical Proposal here.**







**Schedule D – SIMILAR PROJECT INFORMATION (continued)**

Firm Name: \_\_\_\_\_

**Part C. PROJECT CONTACTS** – Respondent must list below contact information for the owner and designer on each of the projects listed on Schedule D Part A and Part B above. Be certain to confirm the contact information is current.

PROJECT NAME & LOCATION	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE/FAX#	EMAIL
	OWNER			
	DESIGNER			
	OWNER			
	DESIGNER			
	OWNER			
	DESIGNER			
	OWNER			
	DESIGNER			
	OWNER			
	DESIGNER			
	OWNER			
	DESIGNER			
PROJECT NAME & LOCATION	COMPANY NAME	CONTACT PERSON/ADDRESS	TELEPHONE/FAX#	EMAIL
	OWNER			
	DESIGNER			





**SCHEDULE E**

**Schedule E - TERMINATIONS and LEGAL PROCEEDINGS**

Firm Name: \_\_\_\_\_

**Respondent is required to complete both parts A and B of Schedule E.** On Part A of Schedule E respondents are required to list each and every project on which the firm was terminated or failed to complete the work within the past five (5) years. On Part B of Schedule E respondents are required to list each and every conviction or fine incurred by the respondent firm or any of its principals for violations of any state or federal law within the past five (5) years; **and**, a complete list of any and all legal proceedings, administrative proceedings and arbitrations, whether currently pending or concluded within the past five (5) years, that involved a construction project or a construction contract in which the respondent firm was a named party. Attach additional sheets if necessary.

PROJECT NAME & LOCATION	PROJECT OWNER	SCOPE OF WORK PERFORMED	PROJECT START & END DATES	ESTIMATED CONTRACT AMOUNT	% COMPLETE	REASON FOR FAILURE TO COMPLETE OR TERMINATION

**Part A. TERMINATIONS AND INCOMPLETE PROJECTS**

**Schedule E - TERMINATIONS and LEGAL PROCEEDINGS (continued)**

Firm Name: \_\_\_\_\_

**Part B. LEGAL PROCEEDING, CONVICTIONS and FINES**

PROJECT NAME, LOCATION & OWNER	DESCRIPTION OF CONVICTIONS, FINES and LEGAL PROCEEDING (include caption of case, parties, location of proceeding, description of the dispute or enforcement action, dates action commenced and concluded and status and/or outcome)

## SCHEDULE F

### Schedule F – SAFETY RECORD

Respondents must list their workers' compensation experience modifiers for the past three years in the space provided on the Statement of Qualifications form and **must also attach documentation here from their insurance carrier** of their Worker's Compensation Experience Modifier for the past three years.



**SCHEDULE H**

**Schedule H – AUDITED FINANCIAL STATEMENT**

**Respondent must attach its most recent audited financial statement here.**

## CONFLICT OF INTEREST STATEMENT

The proposer hereby certifies, under the penalties of perjury, that:

- 1) The proposer has not given, offered, or agreed to give any person, corporation or other entity, any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for services for which the proposer is applying.
- 2) No consultant to or subcontractor for the proposer has given, offered, or agreed to give any gift, contribution or offer of employment to the proposer or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the proposer.
- 3) No person, corporation or other entity, other than a bona fide full-time employee of the proposer has been retained or hired by the proposer to solicit for or in any way assist the proposer in obtaining the contract for services for which the proposer is applying, upon an agreement or understanding that such person, corporation, or entity be paid a fee or other consideration contingent upon the award of the contract to the proposer.

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**The proposer further hereby certifies, under the penalties for perjury, that all information provided in this proposal to provide services is true and correct.**

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Firm

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Signer (Typed)

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Signer (Written)

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Title

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Date

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid, or proposal had been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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Firm

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Signer (Typed)

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Signer (Written)

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Title

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Date