

**REQUEST FOR QUALIFICATIONS**

**OWNER'S REPRESENTATIVE for  
PHASE I CONSTRUCTION  
FOR ADDITIONS AND RENOVATIONS  
JONATHAN TRUMBULL Jr. HOUSE MUSEUM  
TOWN OF LEBANON, CONNECTICUT**

**RFQs' are due by: MARCH 28, 2013 at 3:00 P.M.  
To the SELECTMAN'S OFFICE  
LEBANON TOWN HALL  
579 Exeter Road  
Lebanon, CT 06249**

**SHERRI-ANN MARTIN, Ch.  
BOARD OF HISTORICAL PRESERVATION FOR THE  
JONATHAN TRUMBULL Jr. HOUSE MUSEUM  
TOWN OF LEBANON**

## **Background**

Interested individuals and firms are to respond to the Request for Qualifications (RFQ) for a contract for Owner's Representative services with the (BHP). The services are required for the monitoring Phase I Additions and Renovations to the Trumbull Jr, Museum. The work is planned to be performed during the summer months.

Phase I construction consists mainly of replacing/renovating the following on the Jonathan Trumbull Jr. House Museum:

- Replace all foundation sill plates
- Replace remaining original first floor framing (some previously replaced) and reinstall flooring
- Remove/replace rear addition doors, ramp and cellar improvements
- Any required abatement procedures

## **Submittal Requirements**

The individual or firm seeking to provide the Owner's Representative (OR) services shall submit a proposal addressing, at a minimum, the items described in this Scope of Services.

The monitoring services will be completed in compliance with the Scope of Services and Insurance requirements detailed in the RFQ. The BHP will evaluate all respondents' qualification/prices and select the most qualified/responsive respondent.

## **Interviews – TBD**

**Questions:** via email only to [firstselectman@lebanontownhall.org](mailto:firstselectman@lebanontownhall.org), Att. Sherriannmartin.

## **Scope of Services**

The services described shall be performed while representing the (BHP). For clarity, the standards and procedures are hereby described specifically for a OH and hence limit project authority on the construction site.

Although the following standards represent general office policy, they are, in fact, subservient to the BHP contract and General, Supplementary, and Special Conditions of the project. The primary role of the OR is to undertake continual site observations at the Project, record those observations and report to the BHP all observations related to quality of Workmanship and compliance with the Contract documents. Additionally, the OR shall represent the BHP in all project meetings and all other field matters relating to the construction of the Project

1. Monitor - The OR shall observe the progress of the project and monitor for conformance to general conditions and terms of the construction contract. The OR shall immediately notify the BHP and their Contractor when work does not conform to the construction contract documents, or when work requires special inspection, or when

testing is required. In no way is the OR to be responsible for correcting the contractor or stopping the work in progress, if nonconformity is discovered.

2. In addition, the OR shall:
  - a. Inspect material prior to their incorporation in the work, and notify the BHP immediately if any substitutions are made by the contractor, subcontractor or suppliers which have not been approved in writing;
  - b. Review receipts and verify quantities of material stored on site prior to the contractor requisitioning payment for material stored;
  - c. Observe tests required by the contract documents. Record and report to the BHP on test procedures and, where applicable, the results;
  - d. Verify testing invoices to be paid by the BHP;
  - e. Monitor the construction schedule and report to the BHP and their Contractor conditions which may cause delays in completion;
  - f. Measure quantities of work which are to be added to or deleted from the contract where unit prices form the basis of payments and provide a written report to the BHP and their Contractor;
  - g. Review proposal requests/change orders;
  - h. Prepare regular progress reports and update of project schedule to BHP
  - i. Make sure OSHA requirements are posted, as required at the job site;
  - j. Oversee wage rates, and ensure document and regulations are followed;
  - k. Maintain records in accordance with state/local requirements;
  - l. Attend job meetings and report proceedings to the BHP; and
  - m. Review Project Status documents submitted by the Contractor and advise the BHP and the Contractor
  - n. The OR must be proficient in mobile communications, including e-mail and be accessible by mobile phone provided by the OR.
  - o. The OR must supply a digital camera and must provide digital photographs to the BHP.
  
3. Records and Reporting - The OR shall maintain records at the construction site or a site designated by the BHP. The records shall include, but are not limited to correspondence, contract documents, BHP's Contractor's supplemental instructions, supplementary drawings, product data, samples, color schedules, proposal requests/change orders, construction change authorizations, BHP's Contractor's job meeting minutes, shop drawings, schedule of values, project status documents, and names and addresses of the contractor, subcontractors, prevailing wage documents and principal material suppliers.
  
4. In addition, the OR shall:
  - a. Keep a diary recording the activities related to the project, including but not limited to, weather conditions, nature and location of work being performed, number of workers on the job, instructions and/or interpretations given to the contractor by the BHP and other relevant observations;
  - b. Record any occurrence or work that might result in a claim for a change in contract sum or contract time;

- c. Observe the contractor's record drawings at intervals appropriate to the stage of construction and notify the BHP of any apparent failure by the contractor to maintain up-to-date records;
  - d. Maintain a list of visitors, their titles and/or firms they represent and the time and purpose of their visits.
5. All records and reports of the OR must be available for review by the BHP. At termination of services, all report and records, including photos, will become the property of the BHP. The BHP will not deny reasonable requests for copies of the documents to be retained by the OR upon separation.
6. Penalties - If the OR terminates or leaves employment prior to completion of the work assignment and fails to provide the BHP with complete records, report, and documents, the BHP will withhold up to 5% of the compensation earned to the date of termination.

### **Insurance**

Insurance Requirements - An OR, acting as an independent contractor, must submit evidence of insurance as required by the Town of Lebanon/BHP:

- a. Workers Compensation as required by State of CT statutes
- b. General and auto liability in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

### **Term of Contract**

It is estimated that the contract term will run from May 2013 through September 2013.

### **Fee Schedule**

Pricing should be provided as follows:

- 1: A fixed fee for the project for May 2013 through September 2013 construction period.
- 2: Breakdown of hourly rates by type services performed. I.e. monitoring services, rates for attending status meetings outside the construction time frame

The rates quoted shall be the only payments made to the individual or firm providing monitoring services. All travel insurance, telephone, fax, e-mails, computer, copies and any other costs shall be included in the fixed and/or hourly rates. Invoices shall be submitted monthly.

### **Other Requirements**

The individual or firm shall comply with all requirements of the Equal Employment Opportunity Act. The individual or firm shall be responsible for any Connecticut and Federal Taxes, as may apply to the Scope of Services. A professional services agreement will be executed for all required duties and responsibilities described in this Scope of Services, or as added during discussions.

The authority and responsibility of the Owner's Representative shall be as described as follows:

1. The OR does not have the authority to authorize any deviations from the
2. The OR does not have the authority to stop any of the Work on the project.
3. The OR does not conduct any Material Tests or Special Inspector Services.
4. The OR is not obligated to solve construction problems on the spot. Despite the Contractor's alleged urgency, the OR will defer any decisions and await consultation and review with the BHP or their designee.
5. The basic role of the OR is to observe the Work and advise the BHP of the progress and quality of the Work and conformance with the Contract Documents.
6. Neither the OR nor the BHP is responsible for construction means and/or methods.
7. Neither the OR nor the BHP are responsible for construction safety.
8. Neither the OR nor the BHP will "supervise" any portion of the construction.
9. The role of the OR is to observe the progress of Work. The Party responsible for supervising the construction is, in fact, the General Contractor. This entity has contracted to complete the Work and legally assumes primary responsibility for the Work. The OR is not an "inspector". His/her duties do not encompass the time or the effort required to provide a comprehensive or exhaustive "inspection" of the Work.
10. The OR must defend the rights and wishes of the BHP while acting as an ombudsman to resolve issues in a non confrontational manner. The OR should take every opportunity to cultivate a "partnering" style relationship between the BHP and the Contractor.

In Phase I, the BHP, shall provide those services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Schedule of Designated Services, the OR's duties and responsibilities during construction shall be as set forth in the Agreement between BHP and OR for Designated Services. The following descriptions shall apply to those services assigned in the Schedule of Designated Services as the responsibility of the OR:

- Special Services:
  1. Technical evaluation of proposals for building systems.
  2. Participation in detailed evaluation procedures for building systems proposals.
  3. Attend bi-weekly BHP meetings to discuss / report project progress updates and on any issue(s) regarding the project while employed and supervised by the BHP.
- Construction Contract Agreements services consisting of:
  1. Notification of Contract award(s).
  2. Assistance in preparation of Construction Contract Agreement forms for approval by BHP.
  3. Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s.)

4. Receipt, distribution and processing, for BHP approval, of required certificates of insurance, bonds and similar documents.
  5. Preparation and distribution to Contract(s), on behalf of the BHP, of notice(s) to proceed with the Work.
- Project Administration services consisting of Construction Contract Administrative functions including:
    1. Daily (or as agreed upon) progress Reports.
    2. Pre-Installation Conferences.
    3. Job Meeting Reports.
    4. Monthly Progress Reports.
    5. Coordination of out-of-normal-sequence Construction operations.
    6. Preparation of Proposed Change Orders (PCO)/Project Record Logs.
    7. Coordination of Work by the Town of Lebanon.
    8. Receive Review and File Payroll Certificates reflecting Wages for all Site Employees.
    9. Prevailing Wages verification.
  - BHP - supplied Data Coordination services consisting of activities relating to Project including:
    1. Review and coordination of data furnished for the Project as a responsibility of the BHP.
    2. Coordination of delivery and installation for BHP - supplied equipment.
    3. Coordination of delivery and installation of BHP – supplied furniture and furnishings.
  - Office Construction Administration services consisting of:
    1. Recording and Filing of Approved Submittals, including Shop Drawings, Product Data, Samples and other Documents as required by the Contract Documents.
    2. Distribution of submittals to BHP, Contractor's field representative as required.
    3. Maintenance of master file of submittals. Master files to be transmitted to BHP at Project completion, in electronic format on CD.
  - Construction Field Observations services consisting of:
    1. Monitoring and documenting the progress of construction or as otherwise agreed in writing to become very familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications.
    2. Inspection Coordination services relating to independent inspection and test agencies, consisting of:
      - a. Administration and coordination of Field Testing and Special Inspection Services as specified.
      - b. Arranging for testing and inspection on BHP behalf.
      - c. Recording and Notifying inspection and testing agencies of Work requiring re-testing and re-inspection.
      - d. Review of reports on inspections and tests and notifications to BHP and Contractor(s)

of observed deficiencies in the Work.

- Supplemental Documents services consisting of:
  - a. Forwarding BHP instructions and providing guidance to the Contractor(s) on the BHP behalf relative to Town's Calendar Year Activities.
  - b. Quotation Requests/Change Orders services consisting of:
    - 1) Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
    - 2) Review and recommendations relative to changes in time for Substantial Completion.
    - 3) Negotiations with BHP relative to costs of Work proposed to be added, deleted, or modified.
    - 4) Assisting in the preparation of appropriate modifications of the Contract(s) for Construction.
    - 5) Coordination of communications, approvals, notifications, and record-keeping relative to changes in the Work.
  
- Project Schedule Monitoring services consisting of:
  1. Monitoring the progress of the Contractor(s) relative to established schedules and preparation of comments within status reports to BHP.
  2. Construction Cost Accounting services consisting of:
    - a. Maintenance of records of payments on account of the Contract Sum and all changes thereto.
    - b. Evaluation and Comment upon General Contractors Application for Payment and certification thereof:
    - c. Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee (CCD) arrangements.
    - d. Project Closeout services initiated upon notice from the Contractor(s) that the Work or a designated portion thereof which is acceptable to the BHP, is sufficiently complete, in accordance with Contractor Documents, to permit occupancy or utilization for the use for which it is intended and consisting of:
    - e. Inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection by Local Authorities.
    - f. Coordinate a detailed inspection with the BHP for conformity of the Work as related to Contract Documents and to establish a list of items to be completed or corrected. ie. Punch List.
    - g. Final inspection with the BHP to verify final completion and any necessary corrective action(s) of the General Contractor.
    - h. Determination of the amounts to be withheld until final completion, if any.
    - i. Securing and receipt of the Consent of Surety related to reduction in or partial release of retainage or funding of final payment to General Contractor.
    - j. Assist Town of Lebanon and the BFP with Issuance of Certificate of Substantial Completion.
    - k. Receipt, Review and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Board of Historical Preservation for the Jonathan Trumbull Jr. e Museum against liens.

1. Coordination of securing all as-built drawings in specified format (PDF) and hard copy.

### **Response Format**

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

#### **Interested parties must respond to the evaluation factors set forth in the RFQ as follows:**

- a. Evidence of the respondent's ability to perform the work as indicated by profiles of technical competence and experience;
- b. Capability to provide professional services in a timely manner and within the parameters of the Scope of Services.
- c. Past performance in terms of contract control and knowledge of plan and specifications conformance;
- d. Knowledge of state and local codes and procedures;
- e. Knowledge of trades required for the work mentioned above;
- f. Certified statement from the respondent that he/she is not debarred suspended or otherwise prohibited from professional practice by any federal, state or local government agency;
- g. Certified statement from the respondent, if he/she will act as an independent contractor, that he/she will meet the insurance requirements as a condition of hire;
- h. Hourly rate for services performed.
  1. Fee for Construction period the OR using his/her own vehicle. No mileage reimbursement will be paid.
  2. Outside the construction per the Hourly Rate for attendance of meetings and performance of project tasks. The hourly rate is to include the OR using his/her own vehicle. No mileage reimbursement will be paid.
- i. References; organized by the most recent and relevant, including project size, type, location, dates of service, Contractor, special project features, and if completed on time. Highlight those with construction activities associated with historic house renovations/repairs. Provide with the references the Architect/Designer/Contractor name with a contact name and phone number and the contact name and phone number of the owner. Provide specific information regarding your experience with historic homes. Describe three significant construction challenges you successfully met in historic preservation projects or major renovations.
- j. Specific procedures and tasks to perform in Phase I Additions and Renovations to the Trumbull Jr, Museum include, but are not limited to:
  - a. Interaction with Town Authorities (Bldg Inspector and Fire Marshal), and BHP.
  - b. Experience and methods of daily monitoring of construction personnel.
  - c. Punch list review and project close out.
  - d. Experience with prevailing wage projects.

The submittal shall clearly indicate who will be performing the work and shall specifically include a resume for each person so indicated. The resumes should highlight qualifications, State of Connecticut licenses, and other pertinent construction related certifications.

The Town of Lebanon and BHP is an equal opportunity, affirmative action employer. Small, minority and women owned business enterprises and disabled persons are encouraged to apply. Interested parties must respond to the RFQ, no later than **Thursday, March 28, 2013 at 3:00 p.m.** and delivered in a sealed envelope marked "Response to RFQ for Owner's Representative" to the Office of the First Selectman, Lebanon Town Hall, 579 Exeter Road, Lebanon, CT 06249.

Eight (8) black and white copies are to be provided. No faxed copies accepted.

The closing date for responses will be 3:00 p.m. on March 28, 2013. The BHP retains the right to reject any and all responses or to require additional information, as needed.