

**TOWN OF CHESHIRE**

**REQUEST FOR QUALIFICATIONS FOR  
ARCHITECTURAL/ENGINEERING SERVICES FOR THE  
NEW NORTON ELEMENTARY SCHOOL CONSTRUCTION PROJECT**

**RFQ # 2223-15**

**JANUARY 09, 2023**

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The Town of Cheshire, acting through its Next Generation School Building Committee (NGSBC), is seeking to hire an Architectural/Engineering Firm (A/E Firm) for the preparation of design, design development, construction documents, grant documents, and to provide Construction Administration Services and other professional services typically provided by an architect to a municipality in connection with a school construction project receiving a grant from the State of Connecticut as administered by the Office of School Construction Grants and Review (OSCGR), in connection with the design and construction of the new Norton Elementary School in Cheshire, Connecticut (“Project”).

Respondents are required to submit ten (10) hard copies and one (1) original sealed Statement of Qualifications, with a digital copy of all documents on a flash drive, to the Cheshire Town Hall, Town Manager’s Office, Room 221, 84 South Main Street, Cheshire, CT 06410 no later than Friday, January 27, 2023 at 12:00 p.m., The Statement of Qualifications shall be marked “*RFQ # 2223-15 for the New Norton Elementary School Architectural/Engineering Services.*”

The documents comprising this Request for Qualifications package may be obtained on the Town’s website, [www.cheshirect.org](http://www.cheshirect.org), under “Bids and Requests for Proposals.” Statement of Qualifications received after the stated date and time will be rejected.

The Town of Cheshire reserves the right to reject any or all Statement of Qualifications, or waive defects in the same if it deems such to be in the best interest of the Town of Cheshire. Questions regarding this Request for Qualifications should be directed to Cheshire Public Schools Superintendent, Dr. Jeff Solan at [jsolan@cheshire.k12.ct.us](mailto:jsolan@cheshire.k12.ct.us) with a copy to NGSBC Chair, Mr. Rich Gusenburg at [richard.gusenburg@cheshire.k12.ct.us](mailto:richard.gusenburg@cheshire.k12.ct.us), Town Manager, Mr. Sean Kimball at [TownManager@cheshirect.org](mailto:TownManager@cheshirect.org), and CPS Chief Operating Officer, Mr. Vincent Masciana at [vmasciana@cheshire.k12.ct.us](mailto:vmasciana@cheshire.k12.ct.us)

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Sean M. Kimball, Town Manager

Publish one time only in the New Haven Register under LEGAL on January 09, 2023

## OVERVIEW AND BACKGROUND INFORMATION

The project to construct two new elementary schools in Cheshire is the result of a multi-year effort by a Town Council appointed School Modernization Committee (SMC) that released its final report on April 1, 2021 ([see Appendix 1](#)).

(<https://drive.google.com/file/d/1D3RSqurgTNwkF3u-wWOcvwcD1VHgZBi5/view>)

The SMC study was comprehensive and included all relevant factors, including but not limited to: projected enrollment by grade, building capacity, building age and building compliance with applicable codes, fiscal consideration of renovating existing buildings versus new construction. The SMC ultimately made recommendations that led to a plan unanimously approved by the Cheshire Board of Education and the Cheshire Town Council to construct two new elementary schools. Once construction of the two new elementary schools is complete, three older school buildings will be closed, namely Darcey School, Chapman Elementary School and Norton Elementary School.

There are currently eight [8] school buildings used by the Cheshire Public School district; the age, use and enrollment of each is summarized in the table below:

<b>Building Name</b>	<b>Year Built</b>	<b>Age</b>	<b>Grades</b>	<b>Student Enrollment as of 10/01/2019</b>	<b>Student Enrollment as of 10/01/2022</b>
Humiston School / Central Office	1912	108	Alt 9-12	30	23
Darcey School	1947	73	Pre-K	102	115
			K	81	34
Chapman Elementary School	1950	70	K-6	316	359
Cheshire High School	1951	69	9-12	1410	1228
Norton Elementary School	1955	65	K-6	417	429
Dodd Middle School	1958	62	7-8	651	622
Doolittle Elementary School	1962	58	K-6	437	522
Highland Elementary School	1971	49	K-6	738	838

One of the new elementary schools to be built with a working name of “New North End Elementary” will accommodate 790 students and be built on a 44 acre site that is owned by the Town. The site was being leased for farming purposes, and there are no structures on the property at present. The other new elementary school to be built with a working name of “New Norton Elementary School” will accommodate 661 students and be built on the existing 18-acre Norton Elementary School site. The current Norton Elementary School will be demolished once the new Norton Elementary School is built. Following completion of both new elementary schools (expected August 2026), all of the elementary schools will be redistricted based on each

building's capacity in order to optimize the number of students.

The total project cost to construct the two new elementary schools was estimated to be \$166,599,154 before an estimated reimbursement from OSCGR of \$72,033,479 resulting in a net district share of \$94,565,675 that will be bonded, with the associated costs borne by the Cheshire taxpayers. The plan was approved by the voters of Cheshire at a referendum held on November 8, 2022 and construction grants are already in process with the State of Connecticut OSCGR. Detailed project budgets and expected costs after grant reimbursements will be provided with the RFP to the firms selected to receive the RFP.

Educational Specifications, as approved by the Cheshire Board of Education, are provided in [Appendix 2](https://drive.google.com/file/d/11FLVH9VL5cRWznpWncy22r7IYy4QLRf/view). (https://drive.google.com/file/d/11FLVH9VL5cRWznpWncy22r7IYy4QLRf/view)

The timeline for completion of construction requires both new schools to be opened for students in August of 2026.

## **I. PROJECT DESCRIPTION**

- A. Upon the evaluation of the qualifications of the Respondents, as further described in Section VI hereof, the Town of Cheshire will request fee proposals from a short list of Respondents for professional services related to the design and construction of a new elementary school, with a working name of New Norton Elementary School, located in Cheshire, Connecticut (hereinafter, "Project"), in accordance with the provisions of this RFQ. Professional services shall be required as described in the scope of services below and shall be contracted for and rendered in accordance with the Cheshire Board of Education's (BOE) Educational Specifications approved on April 21, 2022, and Title 10 of the Connecticut General Statutes. Notwithstanding the foregoing, the BOE reserves the right to revise the Educational Specifications.
- B. The Project will be designed based on the Educational Specification provided by the BOE included in this document as Appendix 2. Specifically, the BOE has prepared and approved a comprehensive education specification to help guide the selected architectural/ engineering firm with the design of the Project.

## **II. SCOPE**

The fundamental scope of work for this project shall be as typically described in the Contract Documents, and shall be further defined at the time of solicitation for fee schedules. It is the intent of the Town of Cheshire to engage the services of a qualified Owner's Representative to provide services related to the planning, design and construction and a qualified Construction Manager at Risk, as constructor of the Project, to provide pre-construction and construction phase services for the Project. Respondents should expect to work with the Owners Representative and the Construction Manager in all aspects of the planning, design and construction of the Project, including but not limited to scheduling, budgeting, grant documentation and submission, value engineering and the evaluation and award of trade contracts, and should be prepared to demonstrate its ability

to so perform. In general, the work expected by the Town of Cheshire shall be divided into four stages and shall include, but not be limited to the following:

A. Schematic Design

The A/E Firm will:

1. Perform a detailed review of the Norton Elementary School Educational Specifications in order to familiarize itself with the same.
2. Gather all pertinent information relative to the Project with the intent of developing a clear understanding of the Owner's needs, including field verification of the existing conditions at the selected site. Additional information will be gathered from discussions with Town Officials and employees, BOE Officials and employees, and the NGSBC as well as from a detailed review of the approved Educational Specifications.
3. Develop and present options for building and site design and sustainable energy options including the integration between the building and site, identifying specific design strategies for an energy-efficient design. The A/E Firm shall prepare detailed and descriptive narratives for each alternative option developed, including an articulation of both pros and cons based on preliminary calculations, sustainability assessment, cost estimates, initial estimates of funding from third-party sources, schematic drawings, CPM or PERT analysis of project schedule, and such back-up information as is reasonably requested by the NGSBC. Preliminary plans and construction cost estimates will then be presented and revised as requested. This presentation will be made at a minimum to the NGSBC and the BOE, and perhaps the Town Council. Development of the required deliverable (schematic design documents and ASTM Level II cost estimate) shall be required of the A/E Firm.
4. The A/E Firm will coordinate and attend all meetings required with the State of Connecticut OSCGR; strict compliance with all OSCGR requirements is an express requirement and condition of the Town's selection of a A/E Firm.
5. The A/E firm will work closely with staff and other relevant groups in development of the design of the new school.

B. Design Development and Construction Documents Phases

1. Upon selection of the building design, sustainable energy option and site design, and following written authorization to proceed from NGSBC approval by the OSCGR, the A/E Firm will begin the development of the Project plans and specifications. As needed, interim updates and progress meetings will be held with the NGSBC to communicate design progress, address any issues or questions, confirm financial and schedule compliance, etc.

2. The A/E Firm will be responsible for preparing any Connecticut Clean Energy/Green Energy (or other available funding resources) applications for the Town's submittal, including any necessary submissions to the OSCGR.
3. Final specifications for all trades shall be included for all materials, equipment and requirements of the project. A professional architect or engineer who is licensed in the State of Connecticut shall oversee the preparation of all plans. The plans will be submitted to the Commissioning Agent (contracted by the Town), Building Department, Fire Marshal's Office and Chesprocott Health District, Redi-Check (or equivalent peer review selected by the NGSBC) as well as to any other required Town officials, as well as the NGSBC and BOE for approval, and finally the OSCGR for review, approval, and release for bidding. The original prints of the final approved plans and specifications, sealed by the design professional, shall be provided to the Town of Cheshire. The A/E Firm will be responsible for all printed sets of plans and specifications for the design, local and state reviews, bid phase and construction of the project. Updated detailed project cost estimates shall be prepared and submitted to the Town based on the final plans and specifications.
4. The A/E Firm will be responsible for coordinating the compilation of the bid specification manual with input from the NGSBC, BOE and Town Manager, integrating the Town's forms, standards, general and special conditions into the manual.
5. All progress and review reproduction and printing expenses up to the submission of the final documents to the Town for bid set printing shall be included in the fixed fee proposal, distributed in appropriate phases. This will include the signed and sealed sets that are required as part of the OSCGR approval process and the three (3) signed and sealed sets required for submittal to the Town's Building Department for building permit application by the successful Construction Manager at Risk.

#### C. Bid Phase for Construction

1. Following receipt of authorization to proceed from the Town, the A/E Firm will coordinate all bid activities with the Town. The Town shall, in conjunction with the A/E Firm and Construction Manager at Risk, distribute invitations to bid, bid sets and any addenda as well as place the legal advertisement in the newspaper and on the DAS Contracting Portal.
2. The A/E Firm will attend any and all mandatory pre-bid conferences with all bidders. The A/E Firm shall answer any inquiries regarding the plans and specifications during the bid process from potential bidders in strict accordance with the requirements of the Bid documents. Any necessary addenda needed during the bid process will be prepared by the A/E Firm and provided electronically to the Town for distribution.

3. After bid opening, the A/E Firm will review all bids received as well as bidder qualifications and references of the lowest bidders. The A/E Firm shall make a written recommendation for award to the NGSBC.
4. The A/E Firm in conjunction with the Commissioning Agent will respond to, and make recommendations concerning the suitability of any proposed alternate or substituted equipment, material, or methods proposed.

#### D. Construction Administration

1. During the construction phase, the A/E Firm will provide construction administration services customarily expected and required for a project of this scale and scope. This will include coordination of and communications with the Construction Manager at Risk attendance at meetings with the Construction Manager at Risk, attendance at meetings of the NGSBC, attendance at meetings of the BOE and Town Council (if requested), attendance at meetings of subcontractors and on-site regular project observations. The A/E Firm will prepare and submit written observation reports and minutes of project coordination meetings..
2. The A/E Firm will promptly review and approve shop drawings, material samples, subcontractor's qualifications, and any other submission for compliance with the specifications. In addition, the A/E Firm will promptly respond to RFIs, evaluate any and all change orders and Applications for Payment in order to make recommendations to the Town regarding same, and comment on each set of the Contractors' Meeting Minutes for regularly scheduled Owner's Meetings. The A/E Firm will determine substantial completion, contract completion, recommend project acceptance, and perform other standard architectural services related to this project. The firm will also document As-Built information provided by the prime contractor on their data files, providing one set of replotted tracings and one set of drawing and specification data files on electronic medium for the Town's use.

#### E. Other General Requirements

In general, the work expected by the Town of Cheshire includes, but is not limited to the following:

- Development of a Project cost estimate in accordance with Level 3 of the ASTM Standard #E1557, Classification of Building Elements and Related Sitework – UNIFORMAT II
- Compliance with the School Safety Infrastructure Standards developed by the School Safety Infrastructure Council pursuant to Public Act 13-3, as currently revised
- Consultation with the NGSBC to confirm the scope and related requirements of the project
- Work with the NGSBC to develop sustainable, energy-efficient value-added

concepts and value engineering prior to the completion of schematic design to determine feasible option(s)

- Ensure design is compatible with any existing facility and site constraints and functions
- Prepare plans in BIM (Revit or equivalent software), to describe the size and scope of the project, including architectural systems, sustainable energy systems and other elements as necessary. The files will become the property of the Town upon completion of the design phase, for use only on the Project

### III. TIMELINE OF THE RFQ PROCESS

The following timeline has been tentatively established:

Release of the RFQ	January 9, 2023
Statements of Qualifications Due	January 26, 2023
Review Qualifications	January 26, 2023
Notification of RFP & Interviews	February 3, 2023
RFP Due	February 22, 2023
Interviews of Selected Firms	Week of February 27th
Selection/Recommendation of Firm	March 9, 2023 (Town Council Mtg. 3/14)

### IV. SUBMISSION OF QUALIFICATION STATEMENTS

A. The qualification statement must be organized in the following format and include the following information (missing or incomplete information may be grounds for disqualification). The Town reserves the right to waive any irregularity if it deems such waiver to be in the best interest of the Town. Information will be provided in a soft cover binder, double-sided, page numbered on the bottom right corner, 10 hard copies, 1 original and 1 electronic copy (Adobe PDF) will be provided in the submittal:

#### 1. **Letter of interest**

2. **Company Information** (2 pages) - The firm/company shall provide a brief summary of itself, including the following information:

- Name of company and parent company, if any
- Name of company primary areas of service
- Address of principal office and office from which the project will be managed
- Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Town and/or the NGSBC
- Legal form of ownership
- Years engaged in the above services under your present name and all prior names by which firm was known

3. **Relevant Experience (10 pages)** - Provide descriptions of similar school projects for which the firm has provided similar services over the past ten (10) years. The description of each project should include pertinent information such as the project type, size, and scope of work performed, dates of services and any other pertinent features. Include information regarding your firm's qualifications with respect to the Review Criteria listed in Section VI of this document. (Within past 10 years)
4. **Team Format (8 pages)** – Please provide details on any services that will not be provided in-house. If Consultants are to be proposed for use in response to this RFQ, please provide names and addresses of any and all consultants; named consultants may not be changed without prior notice and approval of substitution. Provide details on any prior work with the named consultant(s).
5. **Experience of Key Personnel (1 page per person) - Provide a list of the key personnel** to be assigned to this project (including subcontractors/consultants, if applicable) and a brief description of the work they will perform. The location of the office to be used by key personnel listed shall be indicated. Resumes of the key personnel (including subcontractors/consultants) who will be directly involved in the project shall be included and be specific to the type of project and include at a minimum:
  - Current job title, certifications and licenses, responsibilities, and type of work performed, and time at current firm
  - Educational background, academic degrees, and professional associations
  - Experience on projects similar to that described in this RFQ
  - Current assigned work
6. **Project Approach and Methodology (2 pages)**- Provide a description of the proposed technical approach to the project, including the identification of any unusual circumstances or anticipated problems and proposed solutions. The information will be used by NGSBC, to assess the consultant's understanding of the project and its methodology.
7. **References (1 page)** - List no less than three (3) client references, from three different projects (name, address, e-mail address, telephone number and affiliation to identified project) for whom services similar to this RFQs are currently or have previously been provided, as named in item 3 above.
8. **Default (as needed)- Have you or your firm** ever failed to complete any work awarded to you? Have you ever been declared to be in default of a contract? If so, where, when, why and what was the ultimate outcome?
9. **Workload Statement (1 page)**– provide details on your firm's current and future workload and ability to provide this project the attention we feel it requires between now and scheduled completion date.

10. **Litigation (1 page)**- Describe any pending litigation, arbitration or mediation proceedings in which you or your firm is currently involved or has been involved in the preceding five (5) years.
11. **Principals (1 page per person)**- Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers. Indicate which individuals are authorized to bind the organization in negotiations with the Town and NGSBC.
12. **Principal Contact (1 page)**- Name, title, address, telephone number and email address of the individual to whom all inquiries about this proposal should be addressed.
13. **Firm's Experience & Key Personnel Matrix** – Please tie the experience of key personnel to the Firm's relevant experience using a matrix format. Below is a sample with the project numbers across the top and the key personnel and their titles down the left.

		1	2	3	4	5	6	7	8	9	10
Jane A. Doe	Chief Architect			X							
Joseph B. Williams	Chief Mech. Engineer				X						
Tara C. Silvestrano	Chief Elec. Engineer				X						

14. **Additional Information (no more than 4 pages)** - Please provide any other information that your firm believes would be important and pertinent to the NGSBC in making its recommendations of award.

**V. METHOD OF SELECTION/CRITERIA FOR AWARD**

A. The firms will be evaluated on their qualifications by the NGSBC, using the following criteria:

1. **Technical competence:** The respondent should demonstrate experience in the following areas: (a) Designing and providing construction administration of local state-funded school construction projects from developed educational specifications, specifically projects reviewed and accepted by the State of Connecticut OSCGR. (b) Developing complete and accurate construction contract documents including plans and specifications.
2. The respondent must have successfully completed a minimum of three (3) public school projects in the State of Connecticut within the past eight (8) years, and with a construction budget in the range of \$50 million.
3. At a minimum, the respondent should have designed and implemented comparably sized school building design (approximately 75,000 s.f. of usable area) for at least two other municipalities in the State of Connecticut within the past eight (8) years.

4. Recent experience (within 2 years) working with the OSCGR and review of Connecticut public school projects for state reimbursement. Provide information for at least two (2) recent school projects where said projects have received a reimbursement percentage from the Connecticut Department of Education.
  5. The firm shall be properly insured and licensed to practice architecture in the State of Connecticut.
  6. Experience providing technical oversight during construction and coordinating multiple agencies, architects, engineers, commissioning agents and contractors.
  7. Past record of exemplary performance on local school construction contracts with respect to such factors as schedule, cost control, work quality and cooperation with client.
  8. The SOQ should also demonstrate the firm's familiarity and experience with the applicable building (IBC) codes, NFPA codes, the Connecticut High Performance Building Standards, Connecticut School Safety and Security Infrastructure Standards, Connecticut School Construction Standards and Guidelines, and Connecticut State Building and Fire Codes including all amendments.
  9. Knowledge of the Connecticut Department of Education, OSCGR, Department of Administrative Services policies, bulletins, requirements, procedures and regulations for reimbursable projects.
  10. The firm must show experience with sustainable energy initiatives including but not limited to geothermal, co-generation, tri-generation, photovoltaic, and solar-thermal.
- B. The NGSBC will develop a short list of not more than four (4) firms to receive a Request for Fee Proposal (RFP). All Respondents will then be notified in writing of the Committee's decision. Firms selected to receive the RFP will be scheduled for an interview at which time the firm will be required to present an oral presentation not to exceed forty (40) minutes. Video presentations are permitted. The presentation will be followed by a question and answer session not to exceed twenty (20) minutes. These firms will be requested to provide a detailed fee proposal including detailed work plans, schedules, billing information, and proposed team members (and their rates) in accordance with the timeline stated above.

***Attendance at the presentation will be required by the lead architect, the lead site designer, and the lead mechanical and electrical engineers assigned to this project.***

- C. The Project work plan referenced above shall state the tasks to be completed, as well as a description of how the project is anticipated to be scheduled. The plan should include a timeline for the completion of each stage/step of the process and an indication of the delivery dates for each deliverable. The Town will ultimately determine the actual timing and sequence of events resulting from this Request for Qualifications. Assumptions with respect to the support that will be expected from the Town of Cheshire shall be clearly identified.

- D. Final review and negotiations will be completed by representatives designated by the NGSBC in order to finalize the architectural/engineering contract in conformance with the Town's requirements and subject to Town approvals and review by the Town Attorney.
- E. The award of the contract for architectural/engineering services will be made, if at all, to the Respondent whose proposal the NGSBC determines is in the best interest of the Town. The award of the contract is contingent upon appropriate funding. However, the selection of a Respondent and the execution of an architectural/engineering services agreement, while anticipated, is not guaranteed. The Town reserves the right to reject any or all of the proposals, or parts thereof, and/or to waive any informality in any of the proposals or the bidding process for this RFQ if such rejection or waiver is deemed in the best interest of the Town of Cheshire. Neither the NGSBC, BOE, Town nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFQ.

## **VI. ADDITIONAL INFORMATION**

The Project will be carried out by the Town under the direction of the NGSBC.

## **VII. GENERAL TERMS AND CONDITIONS**

- A. A prospective respondent must adhere to the terms and conditions of this RFQ, including the following, and must positively state their acceptance and compliance with the following in its response to this RFQ.
  - 1. Acceptance or Rejection by the Town – The Town reserves the right to accept and/or reject any or all qualification statements submitted for consideration to serve the best interests of the Town of Cheshire as solely determined by the Town. Respondents whose qualification statements are not accepted will be notified in writing.
  - 2. Ownership of Documents – All qualification statements submitted in response to this RFQ are to be the sole property of the Town and are subject to the provisions of Section 1-200 et seq. of the Connecticut General Statutes.
  - 3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ is to be the sole property of the Town unless stated otherwise in the RFQ or contract.
  - 4. Timing and Sequence – Timing and sequence of events resulting from this RFQ will ultimately be determined by the Town and BOE.
  - 5. Oral Agreements – The BOE and the Town will not be responsible for any alleged oral agreement or arrangement made by a respondent with any agency or employee.

6. mending or Canceling Requests – The Town reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the Town to do so.
7. Rejection for Default or Misrepresentation – The Town reserves the right to reject the proposal of the consultant that is in default of any prior contract or for misrepresentation.
8. Town’s Clerical Errors in Awards – The NGSBC/Town reserves the right to correct inaccurate awards resulting from its clerical error.
9. Rejection of Qualification Statements - Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ.
10. Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.
11. Contract Requirements – A formal agreement will be entered into with the firm selected, as previously described. The contents of the proposal submitted by the successful respondent and the RFQ will become part of any contract award. The contract shall comply with Connecticut General Statutes Section 10-290e, as well as all other applicable provisions of the Connecticut General Statutes, the Connecticut Regulations of State Agencies and OSCGR guidelines and requirements. The contract will be provided with the RFP and by submitting a proposal, the respondent agrees to execute the contract without alteration or modification if awarded.
12. Rights reserved to the Town – The Town reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its sole judgment, the best interests of the Town will be served thereby.
13. Withdrawal of Qualification Statements – Negligence on the part of the respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.
14. Assigning, Transferring of Agreement – The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.
15. Cost of Preparing Qualification/Proposal Statements – The BOE and the Town shall not be responsible for any expenses incurred by the respondent in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm’s capabilities to satisfy the

requirements of this request. Emphasis will be given to completeness and clarity of content.

**VIII. DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE A/E FIRM:**

**A. GENERAL**

The A/E Firm has authority to act on behalf of the Town only to the extent provided in contractual agreements to which the Town is a party. The A/E Firm shall confer with the NGSBC and its designees at intervals and on occasions appropriate to the various stages of the project.

**B. DUTIES AND RESPONSIBILITIES**

As outlined in Section II above or detailed in the contractual agreements:

- Attend meetings as directed by the NGSBC and report to the NGSBC on the proceedings including attendance at NGSBC and BOE meetings as directed.
- Observe any tests required by the project. Record and report to the NGSBC on test procedures, test results and verify testing invoices to be paid by the Town.
- The A/E Firm selected will be required to provide periodic (weekly) project observation and construction administration services. The response to this RFQ should include the qualifications of the person(s) anticipated to serve in this capacity. The person who will be the Project Manager should be clearly identified and his/her qualifications should also be included if different than the Construction Administrator. The firm selected will present periodic briefings on the progress of the project to the NGSBC, BOE and their designees at such times as the Town shall determine necessary.
- The firm selected will be expected to assist Town staff and part-time oversight organizations such as the BOS, BOE and the NGSBC through the completion of this project by providing continuous technical assistance.

**IX. COMPLIANCE WITH LAWS**

- A.** The A/E Firm shall comply with all federal, state and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the contract and bid process. Such laws shall include, without limitation, the following:
1. Non-Discrimination and Affirmative Action. The A/E Firm, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness,

unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Contractor further agrees that this article, ( and any additional provisions required by law), will be incorporated by contractor in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51-13 ), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

2. Executive Orders. The contract will be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated on August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. Connecticut's Prevailing Wage Law Provision. If applicable, the A/E Firm and its consultants must be in full compliance with Connecticut General Statutes Section 31-53 and 31-53(a), as amended, which apply to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State of Connecticut General Statutes, Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.
  
4. Occupational Safety and Health Administration Requirements. According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007 , for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

## **X. INSURANCE REQUIREMENTS**

### **A. GENERAL REQUIREMENTS**

The respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company (ies) with an AM Best Rating of A-, VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town.

The insurer shall provide the NGSBC, the BOE and the Town with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the NGSBC, the BOE and the Town written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the respondent's responsibility under this contract.

The respondent, at the respondent's own cost and expense, shall procure and maintain all insurances required and shall include the NGSBC, the BOE and the Town as Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waiver of Subrogation.

In order to facilitate this requirement for insurance, it is recommended that the respondent forward a copy of these requirements to the respondent's insurance representative(s).

## **B. SPECIFIC REQUIREMENTS**

1. **Workers' Compensation Insurance.** The respondent shall provide statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$500,000 Disease, Each Employee

2. **Commercial General Liability Insurance.** The respondent shall carry Commercial General Liability insurance. A per occurrence limit of ***\$2,000,000 combined single limit bodily injury and property damage is required.*** The Aggregate limit will not be less than \$3,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance. The insurance shall include a Waiver of Subrogation.
3. **Business Automobile Liability Insurance.** The respondent shall carry Business Automobile Liability Insurance. A per occurrence limit of ***\$1,000,000 combined single limit bodily injury and property damage is required.*** "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.
4. **Professional Liability Insurance.** The respondent shall carry Professional Liability Insurance, on a project specific basis, in the amount of \$5,000,000 per claim/aggregate basis. Both the base policy and rider shall not have a deductible greater than \$75,000 and each shall have a retroactive date, if any, prior to commencement of services on the project; and with coverage to be maintained in effect continuously for a period of at least seven (7) years after substantial completion of the project.

5. **Excess Umbrella Liability Insurance.** The respondent shall carry excess liability insurance in the amount of at least \$5,000,000 overlaying employers liability, commercial general liability (including completed operations), and business automobile liability coverage.

**C. OTHER DATA**

The Town reserves the right to amend the amounts of coverage required and types of coverage provided based on work or service to be performed.

**NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF RESPONDENTS**

**FOR: RFQ #2223-15  
Architectural/Engineering Design Services for the New Norton Elementary School  
Construction Project**

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The undersigned respondent, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

1. the statement of qualifications has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other respondent designed to limit independent responses or competition, and
  
2. if the undersigned is one of the firms selected to be interviewed and to submit a written proposal, the contents of such proposal will not be communicated by the respondent and its employees or agents to any person not an employee or agent of the respondent prior to submission to the Selection Committee.
  
3. no Selectmen, NGSBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Cheshire OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Cheshire to consider the statement of qualifications submitted herein.

State of Connecticut S.S.  
County of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Legal Name of Respondent: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
**Signature** and Title of Person

By \_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
Date

**AFFIRMATIVE ACTION STATEMENT**

**REQUIREMENT:** Any bidder or respondent to an RFQ seeking to do business with the Town of Cheshire must upon request supply the Town with any information concerning the Affirmative Action/Equal Employment Practices of the respondent/bidder. Failure to supply such information, when requested, will result in the termination of any further transactions between the respondent/bidder and the Town of Cheshire.

**Note:** All respondent/bidders with more than ten (10) employees shall be required to complete the Affirmative Action/Equal Opportunity Employment Requirements Statement on an annual basis, except as noted below:

1. *All respondents or bidders with less than ten (10) employees are exempt from this requirement;*
2. All respondents/bidders that have completed this form within the last year;

If either of the above applies, please indicate the:

- a. number of employees
- b. completed this form within one year  
 Yes       No

Date completed: \_\_\_\_\_

**FOR SEALED BIDS AND RFQS:** All bidders submitting a sealed bid and all respondents to RFQs will be required to complete the Affirmative Action Statement. If the form has been completed in the past year, please include a Xeroxed copy of the initial form included with your bid. If significant changes have taken place in the past year, please update the changes on this form.

**COMPANY ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BUSINESS:** \_\_\_\_\_

\_\_\_\_\_

**Type of Organization:**

(Please check)                                
   Corporation    Partnership    Individual

If respondent/bidder filing this application is not the above named company, please provide the name, address, telephone and fax numbers of the reporting unit, branch agent, and representative.

**EQUAL EMPLOYMENT OPPORTUNITY:**

The respondent/bidder is instructed to complete the following:

1. Does the company have a written policy statement regarding equal employment opportunity?

Yes       No

(If yes, attach a copy)

2. In recruiting employees, are all sources of recruitment notified that all qualified applicants will receive equitable consideration?

Yes       No

If yes, provide brief description of what methods were employed:

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3. Do all recruitment advertisements state that you are an Equal Opportunity Employer?

Yes       No

4. Please list by name and contact person, any local community agency or other group providing minority and female placement service, which you have contacted in the last twelve (12) months. If none, please state:

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5. If additional means are employed to advertise or solicit minority and female applicants for employment opportunities within your company, please indicate:

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**END OF TOWN OF CHESHIRE**

**REQUEST FOR QUALIFICATIONS FOR  
ARCHITECTURAL/ENGINEERING SERVICES FOR THE  
NEW NORTON ELEMENTARY SCHOOL CONSTRUCTION PROJECT**

**RFQ # 2223-15**