

TOWN OF CHESHIRE

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE NEW NORTH END ELEMENTARY SCHOOL CONSTRUCTION PROJECT

RFQ # 2223-28

FEBRUARY 27, 2023

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**TOWN OF CHESHIRE
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CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE
NEW NORTH END ELEMENTARY SCHOOL CONSTRUCTION PROJECT**

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The Town of Cheshire, acting through its Next Generation School Building Committee “NGSBC”, is seeking to engage a Construction Manager to provide program evaluation and pre-construction services (in coordination with the Architect and Owner’s Representative), cost estimating, trade contract bidding/negotiation, and construction phase services for the construction the new North End Elementary School. The Town will engage a Construction Manager “CM” to serve as Constructor and the Construction Manager will be ‘At Risk’

Respondents are required to submit ten (10) copies and one original sealed Statement of Qualifications “SOQ”, with a digital copy of all documents on a flash drive, no later than TUESDAY, MARCH 22, 2023 at 4:00 p.m., in accordance with Submission Requirements (Section III), to the Cheshire Town Hall, Town Manager’s Office, Room 221, 84 South Main Street, Cheshire, CT 06410, marked “RFQ # 2223-28 for the “Construction Management at Risk Services for the Pre-Construction and Construction Project: New North End Elementary School”.

The documents comprising this Request for Qualifications package may be obtained on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals/RFPs”. Statements 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 for Qualifications, or waive defects in 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 with a copy to Richard Gusenburg at Richard.Gusenburg@cheshire.k12.ct.us and Vincent Masciana at vmasciana@cheshire.k12.ct.us.

Sean M. Kimball
Town Manager

I. 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 that released its final report on April 1, 2021 (see Appendix 1). The School Modernization Committee’s study was comprehensive and included all relevant factors including but limited to projected enrollment by grade, building capacity, building age and building compliance with applicable codes, as well as the fiscal considerations of renovating existing buildings versus new construction. The Committee ultimately made recommendations that led to a plan that was then unanimously approved by the Cheshire Board of Education and the Cheshire Town Council to construct two new elementary schools. Once the two new schools are completed, three older buildings will be closed, namely Darcey School, Chapman Elementary School and North End Elementary School in the chart below.

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:

| Building Name | Year Built | Age | Grades | Student Enrollment as of 10-1-19 | Student Enrollment as of 10-1-22 |
|------------------------------------|-------------------|------------|---------------|-----------------------------------------|-----------------------------------------|
| 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 schools to be built with a working name of “New North End Elementary” will accommodate 790 students and will be built on a 44 acre site that is owned by the Town that was being leased for farming purposes, so there are no structures on the property at present. The other new school with a working name of “New Norton Elementary School” will accommodate 661 students and will be built on the existing 18-acre Norton Elementary School site, so the old school will be demolished once the new one is built. When the two new elementary schools are ready for occupancy in August of 2026, the elementary schools will be redistricted in order to optimize the number of students based on each building’s capacity.

The total project costs to construct the two new schools were estimated to total \$166,599,154

before reimbursement from school construction grants of \$72,033,479 resulting 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 school construction grants are already in process with the State of Connecticut Office of School Construction and Grants Review (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.

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

II. SUBMISSION OF QUALIFICATION STATEMENTS

General Requirements: Qualification response packages shall provide a straightforward, concise description of the CM's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Project. Submittals shall include a "Table of Contents", clearly tabbed for each part of the requirements listed below, and limited to the number of pages indicated per section. A letter of interest providing a brief background of the CM, the CM's interest in the Project, and how it satisfies the Qualification Criteria listed in Section VI shall be provided. A cover letter should introduce the submission. Respondents' submissions shall include tabbed sections as follows:

- 1. Company Information (2 pages)** - The CM shall provide a brief summary of its company, including the following information:
 - Name of company and parent company, if any;
 - Any prior name(s) by which the CM was known and the years during which such name(s) was used ;
 - Name(s) of any subsidiary or other company owned or controlled by the CM;
 - Names, titles, reporting relationships, and background and experience of the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with the Town of Cheshire;
 - Identify company's 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 Purchasing Agent and/or the NGSBC;
 - Legal form of ownership. If a corporation, where incorporated; and
 - Years engaged in above services under its present name.

- 2. Relevant Experience and References (10 pages)** - Provide descriptions of three (3) similar projects for which the CM has provided similar services along with references

and contact name(s) and information. The description of each project should include pertinent information such as the project type, size, and scope of work performed and any pertinent features, as well as Owner and/or A/E contact information for each such project. Also include information regarding the CM’s qualifications with respect to the Review Criteria listed in Section VI of this RFQ. The Respondent must be able to demonstrate its ability to properly manage the construction of a project of the size and complexity specified herein in accordance with the OSCGR requirements and the Educational Specifications. Finally, present the experience of Key Personnel (see Requirement #4) to the CM’s relevant experience using a matrix format. Include the above three projects in the Matrix. (See sample matrix format below that has project numbers across the top and the key personnel and their titles down the left column).

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

3. **Team Format** (8 pages) – Provide details on all services provided in-house and 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 of any and all consultants; named consultants may not be changed without prior notice and approval of the substitution by the NEXT GENERATION SCHOOL BUILDING COMMITTEE. Provide details on any prior work with the named consultant(s) and include them in the Matrix in requirement #2.

4. **Experience of Key Personnel** - Provide a list of the key personnel (1 page per person) to be assigned to the Project (including consultants, if applicable), a brief description of the work they will perform, and list them in the Matrix, The location of the office to be used by key personnel listed shall be indicated. Resumes of the key personnel (including consultants) who will be directly involved in the Project shall be included. Said resumes shall state at a minimum:
 - Current job title, responsibilities, and type of work performed, and time at current firm
 - Educational background, academic degrees, professional associations
 - Experience on projects similar to that described in this RFQ, including the specific role (e.g., Project Manager, Superintendent, Project Engineer, Assistant Project Manager, Project Executive, etc.) played by said individual on each project listed.
 - Technical Competence (8 pages) – Provide information on prior projects that demonstrate the Respondent’s ability to adhere to Project schedule and budget, including information about Respondent’s experience with work of similar size and scope as required for the Project, past performance data (including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects), the Respondent’s approach to the work required for the Project and whether the proposer intends to self-perform any project element and the benefit to the Town that will result from such self-performance. Please also provide details as to Respondent’s documented contract oversight capabilities Provide data from at least three
 - reference projects (names of employees, Change Orders (by source/responsibility),

original schedule and actual completion dates). Please also identify any experience the Respondent and/or key personnel has in complying with the SSIC standards or other security standards/requirements.

5. **Quality Management** (2 pages) - Provide a synopsis of the CM's quality management plan with regard to approach, safety, procedures, scheduling, cost and coordination of trade contractors.
6. **Sustainable Design** (2 pages) - CM's overall knowledge of sustainable design and alternative energy sources.
7. **Knowledge of Projects in Town** (2 pages) - Provide any information on the completion of prior Town of Cheshire projects, if any, as well as key personnel's experience in Cheshire.
8. **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 the NEXT GENERATION SCHOOL BUILDING COMMITTEE to assess the CM's understanding of the Project and its methodology. The Request for Proposal will provide an opportunity to expand on this subject.
9. **Default and Litigation** (1 page) - Have you ever failed to complete any work awarded to you? Have you ever been declared to be in default on a contract? Have you ever been terminated (for cause or for convenience)? If so, when, by whom, where and why? Describe any pending litigation, arbitration or other binding dispute resolution proceedings in which your firm may be involved, including the nature and amount of any claims against you, the status of the proceeding and if concluded, the outcome.
10. **Workload Statement** (1 page) – Provide details on your current and future workload and ability to provide this Project the attention it requires between now and scheduled completion date.
11. **DAS Prequalification Status:** Provide BOTH the Department of Administrative Services "DAS" Prequalification Certificate AND Update (Bid) Statement with the Statement of Qualifications.
12. **Current Workload Disclosure:** Identify projects for which you are currently under contract, the percentage of completion and the expected completion date.
13. **Additional Information** (4 pages) - Please provide any other information that you believe would be important and pertinent to the NEXT GENERATION SCHOOL BUILDING COMMITTEE.
14. **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.

III. METHOD OF SELECTION/CRITERIA FOR AWARD

- A.** The Respondents will be evaluated on their respective qualifications by the NGSBC using the following criteria:
1. Compliance with submission requirements.
 2. The Respondent must be properly and adequately insured.
 3. The Respondent must be DAS prequalified and provide its prequalification certificate and update statement with its SOQ.
 4. The Respondent must have successfully completed a minimum of three school projects in the State of Connecticut in the past ten (10) years with a construction budget of at least \$50 million (present value).
 5. The Respondent must have constructed a comparably sized school facility (at least 60,000 SF of usable area) for at least two other municipalities in Connecticut within the past ten (10) years.
 6. Recent experience (within 5 years) and knowledge of working with the OSCGR and review of public school projects for state reimbursement.
 7. The Respondent must demonstrate prior experience and compliance with Connecticut's High Performance Building Standards on a project greater than \$50 million in the last three years that was subject to OSCGR requirements.
 8. Experience providing oversight during the pre-construction phases and coordinating with multiple agencies, architects, engineers, commissioning agents and contractors.
 9. Past successful record of performance on local school construction contracts with respect to such factors as schedule, cost control, work quality and cooperation with the client.
 10. The Respondent must demonstrate experience with sustainable energy initiatives including but not limited to geothermal, co-generation, tri-generation, photovoltaic, and solar-thermal.
- B.** In accordance with the Connecticut General Statutes, the NGSBC will develop a short list of not more than four (4) CM firms that will receive a Request for Proposal ("RFP"). All selected CM firms will then be notified in writing, provided with an RFP document and scheduled for an interview at which time the selected CM firms will be required to present an oral presentation not to exceed thirty (30) minutes. PowerPoint presentations are permitted. The presentation will be followed by a question and answer session not to exceed thirty (30) minutes. The CM firms selected to receive the RFP 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 earlier in this RFQ. The fee proposal will be delivered in a separate sealed envelope, to the Town of Cheshire Finance Department at a time specified earlier in this RFQ at the same time as the RFP.
- C.** In the RFP response and interview, a Project work plan 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 completion of each stage/step of the process and an indication of the delivery dates for each deliverable. The NEXT GENERATION SCHOOL BUILDING COMMITTEE will ultimately determine the actual timing and sequence of events resulting from this RFQ. Assumptions with respect to the support that will be expected from the Town of Cheshire shall be clearly identified. The schedule may be adjusted or altered in accordance with the best interest of the Town of Cheshire.

- D.** The Respondent selected by the NGSBC shall, upon notification of the award, shall promptly finalize the construction management agreement in conformance with the Town of Cheshire's requirements, subject to review by the Town's Attorney, Jeffrey M. Donofrio, Esq.

The RFP will include a proposed form of agreement that shall form the basis of the contract between the selected Respondent and the Town of Cheshire for the Project. The form of agreement shall be based upon documents produced by the American Institute of Architects (A133 and A201) with project-specific revisions and modifications. By submitting a proposal, Respondents agree that if awarded a contract, the contract provided with the RFP will be executed without modification or alteration by Respondent within five days of award.

- E.** The award of the contract for the construction management services shall be made, if at all, to the Respondent whose evaluation by the NGSBC results in an award that the Town of Cheshire deems to be in its best interests. The Town of Cheshire reserves the right to reject any or all of the RFQ responses, or parts thereof, and/or to waive any informality in any of the RFP responses resulting from this RFQ if such rejection or waiver is deemed in the best interest of the Town of Cheshire. Neither the NGSBC or the Town of Cheshire, 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.

IV. ADDITIONAL INFORMATION

The Project will be carried out by the Town of Cheshire under the overall direction of the NGSBC. Other Town of Cheshire and BOE staff and may also be assigned to assist with the Project.

V. GENERAL TERMS AND CONDITIONS

All Respondents must be willing to adhere to the terms and conditions of this RFQ, including the following, and must positively state their acceptance and compliance with them in their response to this RFQ.

1. Acceptance or Rejection by the Town of Cheshire – The Town of Cheshire reserves the right, in its sole discretion, to accept and/or reject any or all qualification statements submitted for consideration if it deems such acceptance or rejection to serve the best interests of the Town of Cheshire. Respondents whose qualification statements are not accepted will be notified in writing.
 - i.
2. Ownership of Documents – All qualification statements submitted in response to this RFQ are to be the sole property of the Town of Cheshire and are subject to the provisions of Section 1-200 of the Connecticut General Statutes (Freedom of Information Act).
 - i.
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 of Cheshire unless stated otherwise in the RFQ or contract.
 - i.
4. Timing and Sequence – Timing and sequence of events resulting from this RFQ will ultimately be determined by the Town of Cheshire and the NGSBC.
 - i.
5. Oral Agreements – The Town of Cheshire shall not, under any circumstances, be responsible for any alleged oral agreement or arrangement made by a Respondent with any agency, agent or employee.
 - i.
6. Amending or Canceling Requests – The Town of Cheshire reserves the right to amend or cancel this RFQ prior to the due date and time, if it is deemed by the Town, in its sole discretion, to be in the best interest of the Town of Cheshire to do so.
 - i.
7. Rejection for Default or Misrepresentation – The Town of Cheshire reserves the right to reject the proposal of any Respondent that is in default of any prior contract with the Town or for misrepresentation in the Statement of Qualifications.
 - i.
8. Town's Clerical Errors in Awards – The Town of Cheshire reserves the right to correct inaccurate awards resulting from its clerical error.
 - i.
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 selected Respondent, 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 Title 10 of the Connecticut General Statutes and all requirements thereof, as well as requirements of the State of Connecticut’s OSCGR. The selected Construction Manager shall be responsible for performing its services in strict compliance with applicable requirements, including the Connecticut General Statutes, Regulations of State Agencies, OSCGR requirements, Town Charter and Ordinances, and applicable codes and standards.
12. Rights reserved to the Town of Cheshire – The Town of Cheshire 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 judgment, the best interests of the Town of Cheshire will be served.
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 of Cheshire.
15. Cost of Preparing Qualification/Proposal Statements – The Town of Cheshire shall not be responsible for any expenses incurred by the organization 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 should be on completeness and clarity of content.

VI. DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE CM FIRM:

The CM that enters the subject agreement with the Town of Cheshire shall be responsible to the Town of Cheshire for the services to be provided hereunder. The CM shall act on behalf of the Town of Cheshire but only to the extent provided in the contract documents to which the Town of Cheshire is a party. The CM shall confer with the NGSBC at such intervals and on occasions as appropriate to the various stages of the Project. The duties and responsibilities of the CM shall be as outlined in Section II above and as detailed in the subject agreement and shall generally include, but shall not be limited to, the following:

- Attend meetings as directed by the NGSBC including regular and special meetings of the NGSBC and meetings of the Town Council, and BOE. Other than meetings of the NGSBC, report to the NGSBC on the proceedings of the attended meetings.

- Schedule and 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 of Cheshire.
- Coordinate with the Architect to provide periodic (weekly) Project observation and construction management reports. The RFQ response should include the qualifications of the person(s) anticipated to serve in this capacity.
- Present periodic and regular briefings on the progress of the Project to the NGSBC at such times as the NGSBC shall determine necessary.
- Assist the NGSBC and Town of Cheshire staff through the completion of the Project by providing continuous technical assistance.
- Provide services customarily provided by a CM At Risk on Connecticut public school construction projects receiving grant funding from the State of Connecticut.

VII. TIMELINE OF THE RFQ PROCESS

| | |
|----------------------------------|------------------------|
| Release of the RFQ | February 27, 2023 |
| Statements of Qualifications Due | March 22, 2023 |
| Review Qualifications | March 30, 2023 |
| Notification of RFP & Interviews | March 31, 2023 |
| RFP Due | April 19, 2023 |
| Interviews of Selected Firms | Week of April 23, 2023 |
| Selection/Recommendation of Firm | by April 28, 2023 |

TOWN OF CHESHIRE

GENERAL REQUEST FOR QUALIFICATIONS SPECIFICATIONS

SUBCONTRACTORS: The Responder is specifically advised that any person, firm or other party to whom Responder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful Responder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the Responder is not required to attach such information to its Qualifications, the Responder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

MODIFICATION: Any Responder may modify its Proposal **prior** to the scheduled deadline for receipt of Proposals. See paragraph one above. The Responder wishing to modify its Proposal shall submit such modified Proposal in accordance with paragraph one above, shall unequivocally indicate that its prior Proposal is superseded by the modified Proposal and shall submit its modified Proposal in an envelope clearly marked “**MODIFIED Qualifications**”.

ERRORS: The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the SOQ, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Cheshire.

PERMITS/LICENSES: All applicable permits and licenses shall be obtained at the sole cost of Responders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town’s Request for Proposal or Instructions to Responders.

OBLIGATIONS OF RESPONDER: Each Responder shall, prior to submitting Qualifications, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Responders shall be presumed to have read and to be thoroughly familiar with the specifications and all RFQ documents. The failure of any Responder to request, receive or examine any information or the failure of the Responder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any Responder from any obligation in respect to the Proposal and shall not subject the Town to any liability whatsoever.

Furthermore, the Responder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Cheshire Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the RFQ documents.

WITHDRAWAL OF PROPOSALS: Proposals may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the RFQ opening deadline.

Negligence or mistake on the part of the Responder in preparing the Proposal confers no right of withdrawal or modification of the Proposal after such Proposal has been opened.

PATENTS: The respondents shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in the contract or RFQ documents.

NON-COLLUSIVE RFQ STATEMENT: All Responders shall be required to sign the non-collusive statement attached.

FUNDING: The municipal non-appropriation clause may be applicable. Applicable if checked

PERFORMANCE AND **PAYMENT BONDS:** To ensure the delivery of goods and services in conformity with the specifications provided and payment of all subcontractors and suppliers, Responders shall provide payment and performance bonds for any project (1) which is governed by Connecticut’s Little Miller Act, C.G.S. §49-41 or (2) for which the Town requires the provision of payment and performance bonds. Successful Responders shall provide the Town with payment and performance bonds, at the Responder’s expense, each for the full amount of the contract awarded.

The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury’s List of Approved Sureties and subject to approval by the Town.

INSURANCE: The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful Responder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Responders agree to furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements if checked also apply to any subcontractor or common carrier used by the Responder.

I. WORKERS COMPENSATION

| | |
|----------------------|--------------------------------|
| Connecticut | Statutory Limits |
| Applicable Federal | Statutory Limits |
| Employer’s Liability | \$1,000,000 per Accident |
| | \$500,000 Disease per Employee |
| | \$1,000,000 Policy Limit |



II. COMMERCIAL GENERAL LIABILITY

| | |
|-------------------------------------------|--------------|
| Bodily Injury and Property Damage | |
| Each Occurrence | \$ 2,000,000 |
| Fire Damage | \$ 100,000 |
| Medical Expense | \$ 5,000 |
| Personal Injury/Advertising | \$ |
| | 1,000,000 |
| General Aggregate | \$ 3,000,000 |
| Products & Completed Operations Aggregate | \$ 2,000,000 |

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.



III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles)

Liability (Combined Single Limit) \$1,000,000

(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)



IV. UMBRELLA/EXCESS LIABILITY (If Required)

Liability Limit – Each Occurrence over primary \$5,000,00
Self-Insured retention \$ 10,000



V. RAILROAD PROTECTIVE LIABILITY (If Required)

\$1,000,000 Each

Occurrence Bodily Injury and Property Damage \$1,000,000 Aggregate



VI. POLLUTION LIABILITY (If Required) \$1,000,000 Each

Occurrence Bodily Injury and Property Damage \$1,000,000 Aggregate



VII. PROFESSIONAL LIABILITY (If Required) \$3,000,000 Each Occurrence

\$3,000,000 Aggregate



VIII. MONEY & SECURITIES-BROAD FORM

Limit – Each Occurrence over primary \$(Insert Limit)

IX. The Town of Cheshire and Cheshire Board of Education to be named as an additional insured on all insurance policies, except Workers Compensation and Professional Liability. Vendor coverage shall be primary and non-contributory. A waiver of subrogation shall apply in favor of the Town of Cheshire on all policies except Professional Liability.

- X. To the fullest extent permitted by law, the Responder shall defend, indemnify and hold the Town of Cheshire and Cheshire Board of Education harmless from and against any and all claims, losses, expenses, judgments, injuries to persons and/or property resulting out of, and alleged to result from or arise out of the performance of this contract and resulting from and alleged to result from the Responder's negligence.

ITEM IX AND X MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATION".

Occupational Safety and Health Administration Requirements; Safety Compliance:

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 (\$100,000.00) 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 contractor shall familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.

INDEMNITY/HOLD HARMLESS: The contractor's and subcontractor's insurance policies will be endorsed to provide for the Town of Cheshire and Cheshire BOE to be named as an additional insured. To the fullest extent permitted by law; the contractor will defend, indemnify and save harmless the Town of Cheshire and Cheshire BOE from and against all claims, expenses, judgements, suits and actions related to injuries to and/or damage to the property as a result of, arising from or alleged to arise from the activities of the contractor, its servants and agencies acting for the contractor and from the performance of this Project.

CERTIFICATE OF INSURANCE: The Contractor, prior to the start of any work under this contract, shall provide the Town's Purchasing Office with a Certificate of Insurance to conform to the following:

- a. Form(s) acceptable to the Town of Cheshire.
- b. Insurance provided by insurance companies authorized to write coverage in Connecticut.
- c. Policy dates must cover the term of this contract.
- d. Certificate will provide for at least 30 days' notice to the Town of Cheshire prior to cancellation.
- e. All additional insured certificates are to list the Town of Cheshire.

Under no circumstances shall the Contractor begin work until (1) the contract for same shall have

been signed by all parties, (2) the required bonds have been furnished by the Contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town's Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the Contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

LICENSURE: At the time of the Proposal submissions, Responders shall possess the necessary license(s) to perform the work that is the subject of this Request for Proposal.

NON-RESIDENT CONTRACTORS: Out of state Contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

Non-Discrimination and Affirmative Action: The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. 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 RFQ 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. The successful Responder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances –“Town of Cheshire, Chapter 110, Business Transactions with Town”. The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities (“the Commission”) and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and 15-5 amended Subsecs. (a) and (c) by replacing references to the state or political subdivision of the state with references to awarding agency, amended Subsecs. (a)(2), (a)(3) and (f) to (h) by changing "commission" to "Commission on Human Rights and Opportunities", amended Subsec. (a)(4) by adding reference to Sec. 46a-86, amended Subsecs. (a) to (d) and (h) by adding references to municipal public works contracts

and quasi-public agency project contracts, amended Subsec. (c) by adding references to commission re provision of representation or documentation, amended Subsec. (d) by deleting former Subdiv. (2) re quasi-public agency and redesignating existing Subdivs. (3) to (6) as Subdivs. (2) to (5), and made technical and conforming changes throughout.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

Set Asides: This Project is funded in part by State of Connecticut funds. Pursuant to Public Act 15-5 (§§58-71 and 88), as codified in C.G.S. Section 4a-60g et seq., all solicitations for municipal public works contracts funded in whole or in part with State funds are required to state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of \$50,000.00 be set aside for exclusive bidding for "small contractors," as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for "minority business enterprises," as defined by Section 58(a) (4). For contracts in excess of \$50,000.00, Responders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. RESPONDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. RESPONDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT RESPONDERS' ATTENTION TO THE SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS). The Construction Manager and each trade contractor shall be required to comply with the provisions of C.G.S. section 4a-60g and the requirements concerning nondiscrimination and affirmative action under sections 4a-60 and 4a-60a. The Construction Manager and any such contractor shall, on the basis of competitive bidding procedures, (A) set aside at least twenty-five per cent of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and (B) of that portion to be set aside in accordance with subparagraph (A) of this subdivision, reserve a portion equivalent to twenty-five

per cent of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.

CLAYTON ACT: The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

WAGE RATES: Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

PREVAILING RATES OF WAGES

The Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 *et seq.*, and the Town of Cheshire shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis- Bacon Act, Town of Cheshire, Cheshire Code, S 97.35 and State Statute 31-53, Part III. State Contracts and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

RESERVED RIGHTS OF TOWN:

The Town of Cheshire reserves the right to accept or reject any or all RFQs or Proposals; to waive any technicality in a RFQ or Proposal or part thereof submitted, and to accept the RFQ deemed to be in the best interest of the Town of Cheshire. Further, the Town reserves the right to split RFQs and quotations among two or more Responders. The Town reserves the right to reject any Proposal submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town's requirements (i.e., bonding, insurance, qualifications, responsibility).

PREQUALIFICATION REQUIREMENT:

The Connecticut Department of Administrative Services' Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can propose on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds. Responders shall provide their update statement with their Proposal.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Responders understand and acknowledge that timely completion of the Project is essential. Failure of the Contractor to achieve substantial completion of the Project within the calendar days stated herein will result in the Owner and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time.

Therefore, the Responder and the Town agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Responder, the sum of _____ (\$_____) for each and every calendar day, including Saturdays, Sundays, and legal holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due Owner from Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

MISCELLANEOUS REQUIREMENTS:

Questions/Requests for Information: All Questions shall be submitted in writing only and e-mailed to Cheshire Public Schools Superintendent, Dr. Jeff Solan at jsolan@cheshire.k12.ct.us with a copy to Richard Gusenburg at Richard.Gusenburg@cheshire.k12.ct.us and Vincent Masciana at vmasciana@cheshire.k12.ct.us at least seven (7) days prior to the RFQ opening date. Responders shall not attempt or engage in any *ex parte* or verbal communications with Town personnel prior to the RFQ opening deadline.

All Applicable Codes to Be Met: All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements and SSIC standards.

Pre-RFQ Meeting(s): Failure to attend a mandatory pre-RFQ meeting may be deemed, by the Town, grounds for rejection of your proposal.

Provision of RFQ Packets, Submission of RFQs: proposal packets will

be mailed upon request. RFQ packets will not be faxed.

RFQ proposals must be mailed back or delivered to:

Please include one original and ten copies of your SOQ unless otherwise specified.

ALL ENVELOPES MUST BE MARKED PROPERLY WITH RFQ #, RFQ DATE, AND RFQ TITLE ONLY.

Ownership of Documents – All qualification statements, proposals and RFQs submitted by Responders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this Request for Qualification is to be the sole property of the Town unless stated otherwise in the Request for Qualification or contract.

Timing and Sequence – Timing and sequence of events resulting from this Request for Qualification will ultimately be determined by the Town.

No Oral Agreements – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a Responder with any agency or employee of the Town or District.

Rejection for Default or Misrepresentation – The Town reserves the right to reject the RFQ of any Responder that is in default of any prior contract or for misrepresentation.

Assigning, Transferring of Agreement – Responders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by any Responder in preparing and submitting a Proposal.

| | |
|---------------------|-----------------------------------------------------------------------------------------|
| COMPLETE AND RETURN | RFQ # 2223-28 |
| | RFQ TITLE: Construction Management Services for New North End Elementary School Project |

RFQ
FORM

TO: Mr. Sean Kimball, Town Manager
Cheshire Town Hall
84 South Main Street
Cheshire, CT 06410

I have received the RFQ documents entitled _____
and dated _____

I have received Addenda dated as follows: _____

I have considered and included the provisions of the bid documents noted above in my Statement of Qualifications. I have examined the bid documents and I submit the following RFQ:

In submitting my SOQ, I agree:

1. If my firm is selected to receive an RFP and my firm submits a proposal, we will hold our proposal open until 60 days after the date on which proposals are due.
2. To enter into and execute a contract provided by the Town, without alteration by my firm, if awarded on the basis of our proposal, according to the contract form provided by the Town of Cheshire.
3. To accomplish the work in accord with the Bid Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any bid documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Cheshire.
4. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within five (5) calendar days following Owner's date of Notice to Proceed.
5. I acknowledge that the Town of Cheshire reserves the right to accept or reject any or all bids, alternates, options, or proposals; to waive any technical defect in a bid or part thereof submitted, and to accept the bid deemed by the Town to be in the best interest of the Town of Cheshire.

Name _____ Title _____ Date _____

COMPLETE AND RETURN

RFQ #: 2223-28
RFQ TITLE: Construction
Management Services for New North
End Elementary School Project

NON-CONFLICT AFFIDAVIT OF RESPONDENTS

No Elected or Appointed Official, 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: _____

COMPLETE AND RETURN

RFQ #: 2223-28

RFQ TITLE: Construction
Management Services for New
North End Elementary School
Project

NON-COLLUSIVE BID STATEMENT

The undersigned bidder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

- (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or bidder of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or completion, and
- (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bonds furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the Town of Cheshire to consider the bid and make an award in accordance therewith.

- . Legal Name of Bidder
- . Business Address
- . Signature and Title of Person
Authorized to Sign
- . Printed Name
- . Date