



REQUEST FOR QUALIFICATIONS/PROPOSALS

for
Construction Management at Risk Services
for:

New London High School Campus – New Project
(State Project # MAG/N – 095-0090)

Issue date: August 25, 2015

Mandatory Pre-Proposal meeting: August 31, 2015 at 2:30 pm

Deadline for Questions: September 7, 2015 at 12:00pm

Written Responses Due: September 18, 2015 at 2:00 pm

City of New London – Program Manager

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I. INVITATION TO SUBMIT

Pursuant to the terms and conditions of this Request for Qualifications /Proposal (RFQ/P) the City of New London ("Owner") is pleased to announce the invitation to submit qualifications and fee proposals for construction management services for an approximately 245,000 square foot magnet high school campus (grades 6 through 12), (the "Project").

A mandatory Pre-Proposal Meeting shall be held at the Science and Technology Magnet School lecture hall, located at 490 Jefferson Avenue, New London, CT 06320, on August 31, 2015 at 2:30pm.

Sealed Proposals (as such term is hereinafter defined) may be mailed or hand delivered to the following program manager for the Project (the "Program Manager"):

Diana I. McNeil, AIA, LEED AP
New London Program Manager
Purchasing Office
13 Masonic Street
New London, CT 06320

Sealed Proposals will be accepted at the above location until September 18, 2015, at 2:00 pm EST.
No extensions will be granted.

New London is pleased to make this opportunity available, and looks forward to receiving your Proposal.
New London is an Equal Opportunity Employer.

Please direct any and all questions concerning this RFQ/P to Diana I. McNeil, Program Manager, in writing via email at the following address: dmcneil@crec.org. No questions concerning this RFQ/P will be accepted after September 7, 2015 at 12:00 pm EST.

II. PROJECT DESCRIPTION AND SCOPE OF SERVICES

The Project's estimated total cost is \$98,000,000, which estimated total cost consists of approximately \$73,396,000 of Project construction costs, which Project construction costs consist of approximately \$62,750,000 in direct trade work costs.

With regard to the Project, this RFQ/P is requesting proposals from firms for services necessary and/or required to perform the work and provide the construction management services set forth in this RFQ/P pursuant to and in compliance with the Contract (as such term is hereinafter defined) and the requirements set forth in this RFQ/P (collectively, the "Services").

The Services shall be performed pursuant to Owner's Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (AIA Document A133 – 2009), as amended (the "Agreement"), together with the General Conditions of the Contract of Construction (AIA Document A201 – 2007) thereto, as amended (the "General Conditions"), copies of which are each attached to RFQ/P as Exhibit K and are deemed a

part hereof (the Agreement and General Conditions, collectively, the "Contract"). Each company and/or firm submitting a Proposal (each, a "Bidder") agrees that such submission is deemed an agreement by a Bidder to (i) accept the terms and conditions of the Contract; and (ii) if awarded the Contract by the Owner, execute the Contract without any exceptions. Work will only commence on a Contract after a notice to proceed is issued by the Owner directing the commencement of such work.

After review of all factors, including, without limitation, qualifications, past performance and the bid amounts, the Owner reserves the right to accept or reject any or all Proposals or any part thereof, to waive defects in same, to waive technicalities, to accept any Proposal and to award the Contract, as applicable, to the Bidder that the City of New London, in its sole and absolute discretion, determines as the most responsive, qualified, and responsible Bidder, which may not necessarily be the lowest Bidder. Procurement under this RFQ/P will be conducted in accordance with Connecticut General Statutes, Chapter 173, Section 10-287(b)(2).

The phasing of the Project is anticipated as follows:

1. Design and Pre-Construction;
2. Construction;
3. Furniture, Fixtures and Equipment; and
4. Abatement and Demolition of existing structure.

The Project schedule is tentatively outlined as follows:

- | | |
|-------------------------------------|--------------------------------|
| • Design and local/State approvals | August 2015 – May 2017 |
| • Dept. of Const. Services approval | June 2017 – August 2017 |
| • Bidding and award | September 2017 – November 2017 |
| • Construction | December 2017 – May 2020 |
| • Furniture, fixtures and equipment | June 2020 – August 2020 |
| • Close-out | September 2020 – October 2021 |
| • Abatement and Demolition | June 2020 – September 2020 |

CONTRACT RESPONSIBILITIES OF THE BIDDER: The selected Bidder obligations in providing the Services and performing the work under the Contract shall include, without limitation, the following:

1. The Bidder shall provide the Services pursuant to the Contract including, but not limited to the following: constructability reviews, estimating at various phases of design, solicitation, award, permitting, construction, commissioning assistance, occupancy, post occupancy, warranty phases, closeout and coordination of all owner vendors, contractors and consultants, as necessary for the completion of the Project.
2. The Bidder shall provide a Guaranteed Delivery Date (GDD) (as such term is defined in the Contract) and a GMP (as such term is defined in the Contract) in accordance with this RFQ/P, the terms and conditions of the Contract and agreed upon final schedule.

3. The Bidder shall provide performance and payment bonds from a surety acceptable to the Owner in the amount of 100% of the GMP.
4. The individual trade contracts shall be between the Bidder and such trade contractor. The Bidder is "at risk" as it relates to the delivery of the applicable project.
5. The Bidder shall not perform any portions of the work with its own forces except as may be approved by the Owner and in accordance with the guidelines as set forth by the State of Connecticut Department of Administrative Services ("DAS").
6. The Bidder shall adhere to all local, including without limitation, the City of New London requirements set forth on Exhibit A attached hereto and made a part hereof (the "New London Requirements"), state and federal ordinances, regulations and/or guidelines and operate under the DAS guidelines as they apply to the Project.
7. **To the extent applicable to the Project, the Bidder shall meet/exceed the goals and requirements of of the State of Connecticut Commission on Human Rights and Opportunities ("CHRO"), including without limitation, such goals and regulations that become effective as of October 1, 2015.**
8. The Bidder shall enter into and manage a project labor agreement with the Norwich-New London Buildings Trades Council (the "PLA"). A draft of the PLA is attached hereto as Exhibit I, which draft PLA is subject to the Owner's review and comment and shall be finalized during the Project preconstruction phase.
9. Design and Pre-Construction Phase Services
 - Perform "constructability" reviews of the construction documents during various design phases (SD, DD, and CD) and construction.
 - The Bidder will be responsible for incorporating the building information model ("BIM") during the construction coordination, along with the Project design professionals, participating in regularly scheduled meetings (anticipate these meetings to occur every (2) weeks, exact schedule yet to be determined), participating in decisions regarding the development of the design documents and construction documents relating to construction sequencing and cost containment (see the draft documents attached hereto as Exhibit L and made a part hereof for the BIM requirements, which documents shall be finalized during the Project's preconstruction phase).
 - Perform drawing and specification review for completeness, coordination, and clarity. Provide a written report to the Program Manager and the Project architect (the "Architect") on findings at each design phase.
 - Create proposed logistics plan.
 - Develop requirements for safety, quality assurance and schedule adherence (including phasing, relocation, temporary structures, etc. as applicable).
 - Provide value management and/or engineering services as applicable. Participate in design team meetings every two weeks throughout the SD, DD, and CD development process, and provide a budget control report after each meeting;

- Engage in budget reconciliation and control sessions;
- Attend all design review and other special meetings as requested by the Owner through the programming, schematic, design development and construction document phase;
- Provide continuous document review to ensure documents are clear and concise in an effort to minimize change orders due to unclear and/or missed scope;
- Perform an analysis of construction documents and provide cost estimates at each phase, including, schematic design, design development, construction documents or as needed for the Project or within 2 weeks of Owner's request.
- Review each estimate with Program Manager and Architect, ensure estimate is in line with current budget. If cost adjustments need to be made, the Bidder executing the Contract (the "CM" or "Construction Manager") must collaboratively work with Architect, and their sub-consultants, to develop a list of Value Management/Engineering ideas for submission, review and approval by the Owner.
- Prepare base Critical Path Method (CPM) schedule using Primavera P6 pursuant to the scheduling requirements and/or standards set forth in Exhibit M attached hereto and made a part hereof (the "Scheduling Standards");
- Provide continuous review of 3D BIM development in an effort to minimize change orders due to unclear and/or missed scope, and analyze constructability, and phasing of work.

10. Solicitation and Award Phase Services

- Arrange solicitation packages (bid packages) and adhere to the applicable DAS requirements and New London Requirements;
- Provide a final pre-bid estimate in an appropriate format reflecting the bid package breakdown. Form must reflect projected GMP;
- Implement the CHRO requirements that may include pre-qualification process for M/WBEs and SBE contractors, including without limitation, such requirements that become effective as of October 1, 2015;
- Review project labor requirements and availability, develop labor strategy and advise, identify potential bidders and generate maximum bidder interest;
- Schedule and conduct pre-bid conferences in conjunction with the Architect and Program Manager;
- Advertise, distribute, monitor, review, analyze and recommend awards in accordance with the applicable DAS requirements;
- Monitor bidder activity to maximize bidder participation (i.e. maintain call log for all potential bidders for each respective bid package).
- Update provisional construction (CPM) schedule, maintaining applicable completion dates for issuance with bid packages as required for making the master schedule and milestones for long lead items, etc.;
- Take over management of the design BIM and transform it into the construction BIM. Utilize the BIM for construction coordination and clash detection, updating it as required when changes occur during construction.
- Enter into the PLA.
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11. Construction Phase Services

- Maintain consistent on-site staff, in accordance with your staff chart provided with the Fee Proposal (as such term is hereinafter defined), for applicable construction management;
- Maintain and update logistics plan on a periodic basis as Project conditions change;
- Establish and maintain all required reporting and other control procedures as directed by Program Manager (ie. monthly progress report).
- Develop and maintain a Project daily log (“Daily Log”). The Daily Log shall contain, but not be limited to, daily records of work performed, weather, progress, materials purchased, workforce, accident reports, safety checklists, etc.;
- In accordance with the Scheduling Standards, develop and maintain final detailed Project construction schedule (CPM) after awards including delivery milestones, approvals, inspections, testing, construction, commissioning;
- Conduct and record all job site meetings. in the Bidder’s “Project Reporting” software discussed in Part III, paragraph G of this RFQ/P;
- Prepare and submit change order documentation to the Architect and Owner for approval using the Bidder’s “Project Reporting” software discussed in Part III of this RFQ/P;
- In accordance with the DAS change order requirements set forth on Exhibit H attached hereto and made a part hereof (the “Change Order Requirements”), prepare change orders for submission to DAS to ensure proper reimbursement;
- Track and expedite approvals of shop drawings, requests for information (RFI), and change order requests;
- Develop and deliver all monthly reports and presentations. using the Bidder’s “Project Reporting” software discussed in Part III of this RFQ/P;
- Maintain quality control and ensure conformity to the “highest” intent of the construction documents;
- Manage all trade contractors to ensure effective and timely adherence to the schedule, input requirements shall be in accordance with the Scheduling Standards;
- Submit all executed trade contract agreements in accordance with the sequencing process, and as agreed upon with Owner, Program Manager and the Architect;
- Provide cost control through progress payment review and verification according to approved schedule of values and contract amounts and terms;
- Coordinate all Owner activities and post-completion activities, including assembly of guarantees, manuals including operations and maintenance, and commissioning requirements, closeout documents and Owner's final acceptance;
- Coordinate and manage subcontractors; special inspectors and the activities and requirements of the Owner’s commissioning agent;
- Maintain all schedule requirements throughout the duration of the Project pursuant to the Scheduling Standards;
- As-built drawing coordination with trade’s input during construction; and
- Maintain adherence to the job site safety plan developed during the pre-construction phase. Make adjustments to the plan as necessary and as requested by Project Manager.

12. Post-Occupancy and Warranty Phase

- Develop, coordinate and monitor the resolution of “punch list” items;
- Coordinate, monitor and resolve all warranty issues to the satisfaction of the Owner one year from substantial completion (beyond such date where applicable);
- Develop and maintain an effective program of all operating manuals, maintenance manuals, and any preventative maintenance data insuring their delivery to the Owner or Owner’s representative, at the completion of the Project;
- Address all close-out procedures as dictated by Owner (to be distributed during pre-construction phase).
- Provide on-site staff that can address commissioning issues, including during the week before the start of the school and for one month thereafter;
- Schedule all Owner training of all facility systems installed as part of the Contract (including the preparation of video documentation); and
- Schedule and conduct a “pre-end of warranty” walk-through.

III. INSTRUCTIONS TO BIDDERS

Bidders are required to submit the following for the Project: (i) five (5) copies of their response to the qualification portion of this RFQ/P in a sealed envelope(s) or package(s), bearing on the outside the wording “Construction Management Qualifications Proposal, (the “Qualifications Proposal”); and (ii) in a separate sealed envelope one (1) copy of the fee proposal bearing on the outside the wording “Construction Management Fee Proposal”, which together with the Qualifications Proposal collectively the “Proposal”).

Qualifications Proposal must be organized with the following sections:

- A. Cover Letter (1 page) – A Bidder shall indicate its commitment to the Project and how the Bidder will exceed expectations throughout the design and construction of the Project and how he/she will meet the requirements set forth in this RFQ/P with regards to budget, schedule and phasing, as applicable. **Specifically, a Bidder shall describe its experience and how it will integrate PLA, CHRO and New London ordinances for apprentice and local contractor preference, on this project. The bidder shall show documentation of a track record of success with other municipalities, in meeting or exceeding set aside programs (minority, women and small business), CHRO requirements and local resident requirements.**
- B. Minimum Qualification Proposal Requirements – In order for a Qualifications Proposal to be responsive to this RFQ/P it must provide the following information (collectively, the “Minimum Requirements”):
 1. Pursuant to the List of Qualifying Projects Form, a copy of which form is attached hereto as Exhibit C and made a part hereof, a list of ten (10) of the Bidder’s qualifying projects. (Note: The first two projects listed must meet the minimum experience requirements set forth in Exhibit B hereto for the Project);
 2. Copy of the Bidder’s Connecticut Major Contractors License;
 3. Department of Administrative Services (DAS) pre-qualification certificate for the Bidder, indicating pre-qualification in the amount equal to or greater than the Project’s \$98,000,000 estimated cost, which estimated cost consists of approximately \$73,396,000 of

Project construction costs, which Project construction costs consist of approximately \$62,750,000 in direct trade work costs;

4. Signed acknowledgement of the Bidder's acceptance of the Contract terms and conditions, a copy of the form of such acknowledgement is attached hereto as Exhibit J and made a part hereof (the "Acknowledgement of Contract Terms");

5. A bonding capacity 15% greater than the estimated construction cost (as provided in Exhibit F). Provide the name of your bonding company, your bonding limitation, Best rating, name, and telephone number of your agent.

A Qualifications Proposal that does not comply with all of the Minimum Requirements shall be deemed an unresponsive Proposal, which will result in the Proposal being rejected and the applicable Fee Proposal being returned unopened.

- C. Organization Experience and Key Personnel (no more than 2 pages + Exhibit D) – A Bidder shall indicate how it will staff the Project and provide the resumes for each member of the Bidder's team that will be assigned to the Project (one page per resume and resumes do not count toward two page limitation of this section). Indicate what each team member's role and responsibility will be for the Project and describe each team member's experience with public school construction projects in Connecticut. Indicate each team member's time commitment to the Project through the staffing chart included in the Qualifications Proposal. It is a requirement of this RFQ/P that assigned staffing for the Project remains involved from pre-construction through construction and close out. Demonstrate the Bidder's experience with managing k-12 school construction projects and experience with managing projects with similar budget and scope and magnet themes. Examples do not have to be State of Connecticut Bureau of School Facilities ("BSF") funded projects, however such projects will be given greater consideration. Please include a completed Exhibit D in this section.
- D. Building Information Modeling (BIM) (no more than 2 pages) – The selected Bidder will participate as a key member in the design process, working with the Architect to create a completed set of Project construction documents for bidding.

Provide examples of experience with projects of similar size and scope of the Project that have been completed within the parameters of the required schedules for those projects. Examples do not have to be BSF funded projects however such projects will be given greater consideration.

- E. Schedule (no more than 2 pages) – Please explain your approach to effectively scheduling this Project. For all projects shown in Exhibit C, submit the proposed and final schedules for those projects. Explain any strategies you used for delivering the referenced projects early. If the projects were delivered after its anticipated completion date, explain why.
- F. Budget (1 page) – The Bidder shall manage the budget to ensure the Project is completed within the construction budget indicated in this RFQ/P. Provide a detailed explanation as to your approach in managing the budget. Provide a sample budget that will be submitted on a monthly basis during construction of the Project.

- G. Project Reporting (1 page + examples of reports) – The Bidder awarded the Contract will be responsible for producing comprehensive reports (RFI, Submittals, Change Order, Budget, Material Status Logs, etc.) using the Bidder’s software. Please provide examples from projects previously completed of what is normally provided to effectively communicate the progress of a project and identify potential issues. How are these reports used to manage the subcontractors and overall progress of a project? What is the extent of subcontractor input for these reports? Identify the type of software the Bidder utilizes or proposes to utilize. Provide detailed information on how you plan to use the software system to streamline communication and workflows between Project team members.
- H. Commissioning (1 page) – The Bidder awarded the Contract shall be responsible for working with the commissioning agent. Elaborate on your approach for managing a successful commissioning program that provides the Owner with a fully functioning and equipped Project. Please provide a list of commissioning agents you have worked with in the past. Bidders should be aware that this Project will be subject to enhanced commissioning.
- I. Safety (1 page) – The Bidder awarded the Contract shall be responsible for maintaining a safe work environment and adherence to all applicable regulations, including, without limitation OSHA regulations. In this section discuss the Bidder’s approach toward safety. Explain specifically what will be done for the Project to pro-actively maintain a safe environment for the workers and any visitors, etc. Provide a letter from your insurance carrier indicating your EMR rating for the last three years.
- J. Close-out (no more than 2 pages) – The Bidder awarded the Contract will be responsible for a prompt close-out of the Project. Describe your firm’s management of the close-out process and how your procedures will ensure a timely close-out process with DAS requirements. A Qualification Proposal should include the Bidder’s policy for management of warranties, O&M manuals, owner training, as-built documents, change orders and their proper processing per DAS requirements, commissioning, punch list, certificate of occupancy, etc. A Bidder awarded a Contract shall provide, at all times requested by the Owner, information required to satisfy BSF requirements as to close out of the Project.
- K. Change Orders (no more than 2 pages) – The Bidder awarded the Contract shall provide quality control of document review during the construction document phase to ensure the documents are 100% complete prior to bid. Describe your firm’s approach to document review, change order management including the firm’s process for verification of the validity of the change order as well as verifying and assuring the owner the best available pricing. The Bidder will be responsible for compiling and submitting change orders (ED-042CO) to DAS. Describe the firm’s approach and experience with the DAS change order process.
- L. Bid Packages (no more than 2 pages) – Describe the approach to determining how the Project will be broken down into bid packages. Does the Bidder firm have standard bid packages? Does the Bidder evaluate a particular project to determine the best way to package work? How does the Bidder evaluate and determine what will best serve the Owner in the way the bid packages are broken-down? Include the Bidder’s approach to the detail provided in describing portions of work

that each trade contractor is responsible for. Describe your approach to this process under this Project's PLA.

M. CHRO Program (no more than 1 page) – Describe your firms past experience and approach on successfully meeting or exceeding the CHRO goals applicable to this Project, including, without limitation, the requirements that become effective as of October 1, 2015. Specifically, indicate if a dedicated Program Administrator will be assigned for this project, and his or her experience in other projects.

Note: The Owner reserves the right to hire an independent Program Administrator, if it believes it is in the best interest of the project.

N. Current and/or past Claims or Disputes (1 page) – Indicate any claims, disputes, or arbitration proceedings that have occurred on any projects in the last five (5) years. Indicate who they were with and give a status of each, including those that are pending.

O. Contract (1 page) – A Bidder shall include a signed acknowledgment (see Exhibit J) of its acceptance of the Contract and terms included therein as part of its Qualification Proposal. If such signed acknowledgment is not included with a Qualification Proposal, the Qualification Proposal shall be deemed unresponsive and your Qualification Proposal rejected.

P. Equal Opportunity – A Bidder shall complete and include a signed copies of the following documents included in Section VI of the RFQ/P as part of its Qualification Proposal: (i) Non Collusion Affidavit of Prime Bidder, (ii) Non Collusion Affidavit of Subcontractor, (iii) Statement of Bidder's Qualifications, (iv) Affirmative Action Policy Statement, (v) Certification of Bidder Regarding Equal Employment Opportunity, and (vi) Certification of Non-Segregated Facilities. If such signed documents are not included with a Qualification Proposal, the Qualification Proposal shall be deemed unresponsive and your Qualification Proposal rejected.

Q. Fee Proposal –The Fee Proposal will be broken down into the following three (3) categories (please refer to Exhibit F):

- Pre-construction Phase Services Fee: The Bidder's pre construction services fee for all the pre-construction services set forth in the Contract shall be stated as a stipulated lump sum amount, which amount shall include, without limitation, all staffing costs and reimbursable costs and expenses of the Bidder (see Article 4 of the Agreement).
- Construction Phase Services Fee: The Bidder's construction services fee for all the construction service set forth in the Contract shall be stated as a fixed fee equal to a percentage of the cost of the work (see Article 5 of the Agreement).
- General Conditions Costs and Expenses: The general conditions costs and expenses of the Bidder for the items set forth in the task matrix to be completed by the Bidder and submitted as part of its Fee Proposal, a template of such task matrix is attached hereto as Exhibit G and made a part hereof (the "Task Matrix"), shall be a stipulated lump sum amount (see Articles 2 and 6 of the Agreement).

In addition to the Task Matrix, the Fee Proposal shall include the following: (i) a pre-construction staffing matrix, a template of such pre construction staffing matrix is attached hereto as Exhibit E and made a part hereof (the "Pre construction Staffing Matrix"); and (ii) a construction staffing matrix, a template of such construction staffing matrix is attached hereto as Exhibit E and made a part hereof (the "Construction Staffing Matrix").

IV. METHOD OF SELECTION

The selection process is based on a four (4) step process. The selected Bidder will have successfully met all of the criteria and be deemed by the New London School and Maintenance Building Committee – Sub selection committee (the "Selection Committee") as the most responsible, responsive, and qualified bidder.

Administrative Review Process:

1. A review of Qualification Proposals for compliance with the Minimum Requirements will be performed. Should any of the Minimum Requirements not be complied with, the Qualifications Proposal shall be rejected and the Fee Proposal returned unopened.

Qualifications Proposal Review Process:

2. Review and Qualification Proposals Meeting the Minimum Requirements: A Bidder's Qualification Proposal will be reviewed for compliance with the format identified in Section III of this RFQ/P. A score will be assigned by members of the Selection Committee. The Bidder's "qualification proposal score" will be an average of all of the reviewers' scores for such Bidder. The Bidder with the highest qualification proposal score will be ranked number 1, the Bidder with the second highest qualification proposal score will be ranked number 2 and so on until all of the Bidders have been ranked.
3. Fee Proposal: A Bidder's Fee Proposal will be ranked, for all the Bidders who have submitted a Proposal that complies with the Minimum Requirements. The Bidder with the lowest overall Fee Proposal will be ranked number 1 and so on until all Bidders have been assigned a ranking.
4. A shortlist of no less than four (4) Bidders will be selected as responsible, responsive, and qualified Bidders and interviewed. A final Bidder will be chosen by the Selection Committee.

The Owner nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the selection, non-selection or rejection of any Proposal.

V. GENERAL TERMS AND CONDITIONS

A Bidder shall adhere to the following terms and conditions and by submitting a Proposal a Bidder is hereby deemed to have accepted and agreed to comply with the terms and conditions of this RFQ/P, including, without limitation, the following terms and conditions:

1. Acceptance or Rejection by Owner – The Owner reserves the right to accept and/or reject any or all Proposals submitted for consideration to serve the best interests of the Owner. Bidders will be notified in writing as to Proposals that are not accepted.
2. Ownership of Documents – All documents submitted in response to this RFQ/P are to be the sole property of the Owner.
3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a Contract awarded as a result of this RFQ/P is to be the sole property of the Owner unless stated otherwise in the RFQ/P or the applicable Contract.
4. Timing and Sequence – Timing and sequence of events resulting from this RFQ/P will ultimately be determined by the Owner.
5. Oral Agreements – There shall be no oral agreements or arrangements by and between a Bidder and the Owner related to this RFQ/P.
6. Amending or Canceling Requests – The Owner reserves the right to amend or cancel this RFQ/P prior to the due date and time, if it is in its best interest.
7. Rejection for Default or Misrepresentation – The Owner reserves the right to reject a Bidder's Proposal if the Bidder is in default under any prior contract with the City or has made misrepresentations in the Proposal.
8. Clerical Errors in Awards – The Owner reserves the right to correct inaccurate awards of a Contract under this RFQ/P resulting from clerical errors.
9. Rejection of Proposals – Proposals will be rejected if they limit or modify any of the terms and conditions and/or specifications of this RFQ/P.
10. Changes to Proposals – No additions or changes to a Proposal will be allowed after submittal under this RFQ/P.
11. Contract Requirements – The Proposal of a Bidder awarded a contract under this RFQ/P will become part of the contract and may be amended/revised by the Owner at their discretion.
12. Rights Reserved to the Owner – The Owner reserves the right to reject any and all Proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Owner will be served.

13. Withdrawal of Submission – Negligence on the part of the Bidder in preparing the RFQ/P confers no right of withdrawal after the time fixed for the acceptance of the submission.
14. Assigning, Transferring of Agreement – The successful Bidder is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of an awarded contract under this RFQ/P without the prior consent and approval in writing by the Owner.
15. Cost of Preparing Proposal – The Owner shall not be responsible for any expenses incurred by the Bidder in preparing and submitting a Proposal. A Proposal shall provide a straightforward, concise delineation of the Bidder’s capabilities to satisfy the requirements of this RFQ/P. Emphasis should be on completeness and clarity of content.

VI. EQUAL OPPORTUNITY EMPLOYMENT NONDISCRIMINATION AND AFFIRMATIVE ACTION

Effective as of October 1, 2015, the State of Connecticut’s nondiscrimination, affirmative action and supplier diversity program (formerly the “set-aside program”) shall apply to the Project. The Bidder awarded a Contract for the Project shall be required to comply with the nondiscrimination and affirmative action provisions of Connecticut General Statutes Sections 4a-60 and 4a-60a and shall meet/exceed the goals and requirements of the State of Connecticut Commission on Human Rights and Opportunities (“CHRO”), which requirements may include pre-qualification process for M/WBEs and SBE contractors.

A Bidder shall complete and include signed copies of the following documents as part of its Qualification Proposal: (i) Non Collusion Affidavit of Prime Bidder, (ii) Non Collusion Affidavit of Subcontractor, (iii) Statement of Bidder’s Qualifications, (iv) Affirmative Action Policy Statement, (v) Certification of Bidder Regarding Equal Employment Opportunity, and (vi) Certification of Non-Segregated Facilities

(Documents set forth on following pages)

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes and say that:

- (1) He is _____ of _____ herein referred to as the "Bidder" that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20_____

(Notary Public)

My Commission expires _____

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

_____, being first duly sworn,
deposes and says that:

- (1) He is _____ of _____ herein referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in New London, Connecticut;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder _____
2. Bidder's Tax Identification No. _____
3. Permanent main office address _____

4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in the contracting business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) _____

12. List your major equipment available for this Contract _____

13. List your experience in work similar to this Project _____

14. List the background and experience of the principal members of your organization, including officers ____

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

16. Credit available \$ _____

17. Give Bank reference _____

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated _____ (Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____
_____ of _____

_____, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

_____ day of _____ 20

(Notary Public)

My Commission expires _____

AFFIRMATIVE ACTION POLICY STATEMENT

(must be submitted on your firm's letterhead)

It has always been the policy and will continue to be the strong commitment of _____ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. _____, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 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 (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

DATE

Signature of Authorized Signer

EEO CERT
age 1 of 1

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No () If answer is yes, identify the most recent contract.
2. Compliance reports were required to be filed in connection with such contract or subcontract
Yes () No () If answer is yes, identify the most recent contract.
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
Yes () No () Not Required ()
4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____

VII. INSURANCE REQUIREMENTS

Indemnity Clause

In connection with this Project, a successful Bidder shall be required to indemnify the Owner under the applicable Contract in accordance with Section 3.18 of the General Conditions of the Contract.

Owner's Insurance Requirements

All contractors and vendors are required to provide proof of the required insurance coverage before entering the Project site or commencing any Project work. Contractors and vendors must obtain, at their own expense, all the insurance required here from an insurance company A.M. Best rated as "A-VII" or better, and acceptable evidence of such insurance must be properly furnished to, and approved by the Owner.

All subcontractors are subject to the same requirements. It is the responsibility of the primary contractor or vendor to obtain acceptable evidence of insurance from all subcontractors.

The Owner also requires that they be named as an additional insured on your general liability policy (ies). Your general liability policy must be specifically endorsed with ISO Endorsement CG 20 10 (or equivalent) *or* ISO Endorsement CG 20 26 (or equivalent), *and* ISO Endorsement CG 20 37 (or equivalent). Where these forms require a description of locations or projects, enter "New London High School Campus project." These form numbers must be specifically referenced on the certificate of insurance, and copies of these endorsements naming the Owner as additional insured must be furnished with the required certificate of insurance. If your insurance company uses a different form to provide the Owner with additional insured status on your policies, copies must be provided in advance with the insurance certificate for review and approval by the Owner.

The amounts of insurance available to the Owner as additional insured must be equal to the full policy limits carried by the contractor or vendor, including primary and excess (umbrella) liability policies or the amounts specified below, whichever is greater. Coverage provided under excess or umbrella policies must be at least as broad as that found in required underlying policies. All coverage must be primary and noncontributory as to the Owner.

The proper name for the entity to be named as additional insured is: "The City of New London and/or related or affiliated entities." Evidence of compliance with these requirements is with the ACCORD form 25, "Certificate of Liability Insurance", plus copies of any required additional insured endorsements. Certificates should be sent to: **The City of New London**, Paul Gills, 13 Masonic Street, New London, CT 06320. Tel.: (860) 437-6363, Email: PGills@ci.New-London.ct.us.

Current insurance certificates must be furnished to the Owner at all times. Replacement certificates must be furnished ten (10) days *prior to the expiration or replacement* of referenced policies. The Owner reserves the right to make commercially reasonable changes in these requirements during the term of the Project work.

| | |
|------------------------------------|--|
| | Independent Contractor (Major projects or engagements) |
| Commercial General Liability | \$1,000,000 per occurrence/ \$2,000,000 aggregate bodily injury/property damage \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed operations aggregate The CGL policy must include coverage for: liability from premises and operations. liability from products or completed operations. liability from actions of independent contractors. liability assumed by contract. |
| Conditions | All coverage provided to Owner under this section must be primary and non-contributory with any other insurance available to Owner. Owner must be specifically named as "additional insured" on your CGL policy with ISO form CG 20 10 or CG 20 26 or equivalent acceptable to Owner. Owner must <i>also</i> be named as "additional insured" for Products/Completed Operations on your CGL policy with form CG 20 37 or equivalent acceptable to Owner. Any Aggregate limit must apply per job/project. The Owner requires that these aggregate limits be maintained by the consultant as required. It is the responsibility of the consultant or his representative to notify the Owner if ever or whenever claims reduce the General Aggregate below \$1,000,000. Products/completed operations must be carried for 2 years after completion of job/acceptance by owner. |
| Automobile Liability | \$1,000,000 each accident \$2,000,000 aggregate for bodily injury/property damage, including hired owned & non-owned vehicles. Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below). |
| Umbrella Liability | \$10,000,000 Limits must be excess over underlying limits described above. All coverage provided to Owner under this section must be at least as broad as that found in the underlying policies, and must be primary and non-contributory with any other insurance available to Owner. |
| Workers' Compensation | Liability meeting statutory limits mandated by the state and Federal laws with minimum limits of: \$1,000,000 each accident for bodily injury by accident \$1,000,000 each employee for bodily injury by disease \$1,000,000 policy limit for bodily injury by disease |

| | |
|---------------------------------|---|
| | Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below). |
| Employers Liability | \$1,000,000 each accident Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below). |
| Professional Liability | \$1,000,000 |
| Contractors Pollution Liability | \$1,000,000 per occurrence/ \$1,000,000 aggregate |

VIII. CONTRACT

A copy of the Contract is attached hereto as Exhibit K and made a part of this RFQ/P.

EXHIBIT A – CITY OF NEW LONDON REQUIREMENTS

Responsible Contractor Ordinance

All contractors for construction projects which utilize apprenticeship trades or occupations in the performance of contracts are subject to the following requirements:

- (a) The contractor shall be affiliated with a State Certified Apprenticeship Program for each apprenticeship trade or occupation represented in its workforce.
- (b) A minimum of ten (10) percent of the workforce by trade employed by contractors on projects covered by prevailing wage dollar thresholds shall be apprentices and, of this number, a minimum of fifty (50) percent shall be in the first year of apprenticeship training.
- (c) The contractor or sub-contractor must show proof of participation in State Certified Apprenticeship Program prior to being awarded any contracts.
- (d) For the project covered by this ordinance, the City of New London has an employment preference goal that construction jobs be offered to local residents on prevailing wage projects with thresholds greater than \$100,000 for renovation projects and \$400,000 for new construction. With respect to work covered by this agreement it is understood that contractors agree to make a good faith effort to employ a work force comprised of twenty five (25%) local residents of New London County, CT participation with the City of New London residents getting a priority representing (50%) of said participation, which will include (25%) female and minority.

Local contractor preference in bidding procedure.

- (a) In any bidding procedures required and conducted pursuant to Article IV of the City of New London Code of Ordinances, if any city-based bidder has submitted a bid that is not more than fifteen (15) percent higher than the low bid provided, the city shall have the right to award the bid to said city-based bidder provided that:
 - (1) Said city-based bidder agrees to match the low bid, and
 - (2) Said city-based bidder provides documented proof that they are not delinquent in both their real property and personal property tax payments due to the city.
- (b) If, in any bidding procedure referenced in subsection (a), two (2) or more city-based bidders have submitted bids that are not more than fifteen (15) percent higher than the low bid provided, have agreed to match the low bid, and have provided documented proof that they are not delinquent in both their real property and personal property tax payments due to the city, the lowest responsible bidder shall be the one of such city-based bidders that originally submitted the lowest bid among all city-based bidders.
(Ord. No. 10-05-09-9,& 1)

EXHIBIT B - MINIMUM EXPERIENCE REQUIREMENTS

The Bidder shall have completed, as a construction manager at risk, at least two (2) school projects with a construction budget of not less than Fifty Million Dollars (\$50,000,000.00), which were a Connecticut public school project k-12 that received a certificate of occupancy within the last five (5) years, or are under construction, and were funded by the State of Connecticut.

EXHIBIT C - QUALIFYING PROJECTS MATRIX

Bidder Name _____

Qualifying Projects Matrix

Note: The project used to satisfy the minimum experience requirements set forth in Exhibit B of this RFQ/P shall be identified in line item No. 1 through 2 of this exhibit. Additional projects to satisfy the additional criteria shall be listed in line items No. 3 through 10 of this Exhibit. This Exhibit must be filled out in its entirety.

| No. | Project Title | State of CT Project # (if applicable) | Owner | Owner Point of Contact Name/Phone # | Project Budget | Month/Year Of Occupancy |
|-----|---------------|---|-------|---|----------------|----------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |

EXHIBIT D – KEY PERSONNEL EXPERIENCE MATRIX

For Key Personnel listed in Section III, please place an “X” for those projects listed in the Qualifying Projects Matrix on which they worked. Only mark those projects in which the role they were in matches their role for this Project.

| Key Personnel | Years in | | Years with | | | | | | | | | | | |
|---------------|----------|------|------------|---|---|---|---|---|---|---|---|---|----|--|
| | Firm | Role | Firm | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |
| | | | | | | | | | | | | | | |
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EXHIBIT E – STAFFING MATRIX

Pre-Construction Staffing Matrix

| Position | Name | Number of Hours | Hourly Rate | Total Price* | Comments |
|---|------|-----------------|-------------|--------------|--|
| Projective Executive | | | | | Pre-Construction PT |
| Project Manager | | | | | Pre-Construction PT |
| BIM Coordinator | | | | | Pre-Construction PT |
| MEP Coordinator | | | | | Pre-Construction PT |
| Project Scheduler | | | | | IAW Exhibit M, Scheduling Requirements |
| Administrative Support | | | | | |
| Other (please list): | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total Price for Pre-Construction Staff | | | | \$ | |

*All staff listed in this matrix are included in the Pre-Construction Fee.



Construction Phase Staffing Matrix

All proposals must meet the minimum staffing requirements for the duration of construction.

| Item Description | Name | General Conditions | Included in CM Fee | Hours | Hourly Rate | Total Price* | Comments |
|---|------|--------------------|--------------------|-------|-------------|---|-----------------------------------|
| Operations Manager | | | | X | | | |
| Business Development Manager | | | | X | | | |
| Projective Executive | | | X | | | | Construction PT |
| Project Manager | | | X | | | | Construction FT |
| Project Superintendent (x2) | | | X | | | | Construction FT |
| Project Engineer /Asst. Superintendent (x2) | | | X | | | | Construction FT |
| BIM Coordinator | | | X | | | | Construction PT |
| MEP Coordinator | | | X | | | | Construction PT |
| Safety Officer | | | X | | | | Construction PT |
| Administrative Support | | | X | | | | Construction FT |
| Project Scheduler/Scheduling Consultant | | | X | | | | IAW Exhibit M Scheduling Standard |
| Purchasing Agent Corp. Office | | | | X | | | |
| Purch. Agent Admin. Support | | | | X | | | |
| Admin support (Corp. Office) | | | | X | | | |
| Estimator | | | | X | | | Construction PT |
| Financial Manager | | | | X | | | |
| Finan./Cost Support Corp. Office) | | | | X | | | |
| Other Corp. Office Support Staff | | | | X | | | |
| Staff Training | | | X | | | | |
| | | | | | | Total Price for General Conditions Staff | \$ |

*Only price general conditions staffing costs that are part of the stipulated lump sum amount for construction staffing. This total price should be included in the fee breakout in Exhibit F.

EXHIBIT F - BID FORM

CM Firm _____

Fee and Compensation Structure for Pre-construction Phase Services

| Description | Fixed Fee/Compensation (In Dollars) | By Percentage (of Construction Costs) |
|---|--|--|
| Pre-Construction Staffing Matrix Cost (from Exhibit D) | \$ | % |
| Pre-Construction Fee | \$ | % |
| Cost per month (i.e. if Pre-Con phase is 8 months total and Pre-con fee is \$80,000 total, the per month cost equals \$10,000) | \$ _____ per month | Not Applicable |

Fee and Compensation Structure Construction Phase Services

| Description | Fixed Fee/Compensation (In Dollars) | By Percentage (of Construction Costs) |
|---|--|--|
| Estimated Construction Costs (Direct Trade Work) | \$ 62,750,000 | 100 % |
| Stipulated Sum Construction Staffing Cost (from Exhibit E) | \$ | % |
| Stipulated Sum General Conditions Costs/Expenses | \$ | % |
| Construction Manager's Fee | \$ | % |
| CM Contingency will be 3% when establishing GMP) | \$ 1,882,500 | 3 % |

EXHIBIT G - CONSTRUCTION MANAGER TASK MATRIX

| Item Description | Construction Manager | Supplied by Owner | Supplied by Trades | Comments |
|--|----------------------|-------------------|--------------------|--------------------------------------|
| Pre-Construction Services | | | | |
| All BIM requirements | X | | | Per Section II and Exhibit K, L, & M |
| Cost Estimating | X | | | |
| Value Engineering | X | | | |
| Constructability Reviews | X | | | |
| Schedule, with updates | X | | | |
| Safety Plan | X | | | |
| Purchasing/Buyout | X | | | |
| Other (explain) | X | | | |
| Construction Services | | | | |
| Projective Executive | X | | | |
| Project Manager | X | | | |
| Project Superintendent | X | | | |
| Project Engineer /Asst. Superintendent | X | | | |
| MEP Coordinator | X | | | |
| Safety Officer | X | | | |
| Administration Support | X | | | |
| Purchasing Agent Corp.Office | X | | | |
| Purch. Agent Admin. Support | X | | | |
| Admin support (Corp. Office) | X | | | |
| Trav. & Out of Pocket expenses | X | | | |
| Office mobilization | X | | | |
| Field office rental | X | | | |
| Field office installation / removal | X | | | |
| Field office furniture | X | | | |
| Field office cleaning | X | | | |

| Item Description | Construction Manager | Supplied by Owner | Supplied by Trades | Comments |
|---------------------------------|----------------------|-------------------|--------------------|----------|
| Owner workspace in field office | X | | | |
| Shed &/or storage trailer | X | | | |
| Furniture (other) | X | | | |
| Stationary & supplies | X | | | |
| Postage & Shipping | X | | | |
| Office equipment | X | | | |
| Jobsite copy machine | X | | | |
| Computers | X | | | |
| Internet Connection | X | | | |
| Computer Software | X | | | |
| Licensing Fees | X | | | |
| On Site IT Support | X | | | |
| Telephones | X | | | |
| Fax lines | X | | | |
| Comm. equipment / radios | X | | | |
| Photocopying | X | | | |
| Office utilities | X | | | |
| Drinking water / coffee | X | | | |
| Data processing / IT | X | | | |
| First Aid supplies | X | | | |
| Project vehicle | X | | | |
| Project vehicle fuel | X | | | |
| Project vehicle maintenance | X | | | |
| Survey equipment & supplies | | | X | |
| Project signage | X | | | |
| Records storage | X | | | |
| Reproduction costs for CM use | X | | | |
| Progress photos | X | | | |

| Item Description | Construction Manager | Supplied by Owner | Supplied by Trades | Comments |
|--------------------------------------|----------------------|-------------------|--------------------|----------------------------------|
| Safety Compliance material & labor | | | X | |
| Staff Training | X | | | |
| Building Perimeter Protection | | | X | |
| Site fencing & gates | | | X | |
| Construction fencing & gates | | | X | |
| Ladders, ramps, & stairs | | | X | |
| Building enclosures | | | X | |
| Finish work protection | | | X | |
| Dust partitions | | | X | |
| Hygiene plan requirements | | | X | |
| Water consumption | | | X | |
| Electrical - Install & maintain | | | X | |
| Electrical - consumption | X | | | Allowance - Electrical \$150,000 |
| Heat - install & maintain | | | X | |
| Heat - fuel consumption | X | | | Allowance - Heat \$250,000 |
| Fire protection | | | X | |
| Watchmen / Security services | X | | | Allowance -\$100,000 |
| Roads - install & maintain | | | X | |
| Barricades | | | X | |
| Traffic control | | | X | |
| Mud & dust control | | | X | |
| Mud pads @ exits | | | X | |
| Wheel wash stations | | | X | |
| Parking | | | X | |
| Temporary elevator service | | | X | |
| Personnel & material hoisting | | | X | |
| Building Permit fee | | X | | |
| General & excess liability insurance | X | | | |

| Item Description | Construction Manager | Supplied by Owner | Supplied by Trades | Comments |
|---------------------------------|----------------------|-------------------|--------------------|-----------------------------------|
| Builder's Risk insurance | | X | | |
| Contract Document printing | X | | | |
| Shop Drawing printing | | | X | |
| Legal Surveys | | X | | |
| Field Engineering services | | | X | |
| Pest control | X | | | |
| Special Inspection services | | X | | |
| Advertising expenses | X | | | Allowance - \$10,000 |
| Trash dumpster rental & removal | | | X | |
| Trash dumpster tipping fee | | | X | |
| Trash chutes & hoppers | | | X | |
| Final clean up & window wash | | | X | |
| Winter protection | | | X | |
| General weather protection | | | X | |
| Snow Removal | | | X | |
| Maintenance of Silt Barriers | | | X | |
| Web Site start up | | | X | |
| Web Site maintenance | | | X | |
| Payment & Performance Bond | X | | | For CM. Trades pay for their own. |

Note: The intent of this form is only to be used as a general guideline. Full scope of services required may not be noted and/or limited to items listed.

EXHIBIT H - STATE OF CONNECTICUT DEPARTMENT OF DEPARTMENT OF ADMINISTRATIVE SERVICES – DIVISION OF CONSTRUCTION SERVICES CHANGE ORDER REQUIREMENTS

The Construction Manager shall be responsible for the preparation and submission of all contract change orders to the State of Connecticut Department of Administrative Services – Division of Construction Services (“DAS”). Change orders shall be submitted to the DAS on Form ED042CO. The Construction Manager shall adhere to the following procedures when submitting change orders to the DAS.

Change Orders shall be submitted for each individual trade contractor. Multiple change orders can be included on each ED042CO form, but they must all be from the same trade contractor.

The Construction Manager shall attach sufficient documentation with each ED042CO form to support the change order claim. Documentation shall include, but may not be limited to: itemized quotes from trade contractors and material suppliers, architectural bulletins, change directives, proposal requests, sketches and/or RFI's if applicable. The Construction Manager shall respond to requests for additional or missing documentation from the State Department of Administrative Services.

The Construction Manager shall attach an executed trade contractor change order form to each ED042CO form submitted to the DAS.

The Construction Manager shall have each ED042CO form signed by the Owner's superintendent of schools and finance officer or controller, as well as the architect and trade contractor.

The Construction Manager may not include costs for payment and performance bond increases from either the trade contractor or the Construction Manager on each individual ED042CO form. Costs for bond premium increases shall be submitted at the end of the Project using a single ED042CO form per trade and shall represent the bond premium increase on the cumulative value of all change orders issued to that trade contractor. Change orders submitted to the DAS for bond premium increases MUST include a copy of the invoice for the additional premium from the contractor's bonding company.

The Construction Manager may not include costs for CM overhead and profit and/or fee on each individual ED042CO form. Costs for CM overhead and profit shall be submitted at the end of the Project using a single ED042CO form and shall represent the total OH&P/fee on the cumulative value of all change orders issued to the trade contractors. Change orders submitted to the DAS for CM OH&P/fee on trade contractor changes must include a change order log which lists the value of each trade contractor change order.

The Construction Manager shall submit an ED042CO form to the DAS for any and all changes to the contract amount, including adds, deducts, expenditures of allowances and any value engineering cost changes to the GMP and/or CM's contract.

The Construction Manager shall submit an ED042CO form at the end of the Project to reflect any final credits (deducts) or overruns (adds) of monies spent as part of an allowance. Change orders for allowances must be submitted on a trade by trade basis and include a reconciliation log and detailed documentation of all expenditures made using the allowance funds.

The Construction Manager shall submit ED042CO change order forms to the DAS on an ongoing basis throughout the project and shall not allow change orders to accumulate over an excessive period of time at minimum, every three months.

It is the Construction Manager's responsibility to submit ED042CO change order forms with proper accompanying documentation, that meet the requirements of DAS and pursuant to Connecticut General Statutes, Chapter 173, Section 10-286 Connecticut General Statutes, which Section, in part, provides that for any school building project receiving state grant assistance under this chapter, all change orders or other change directives issued for such project on or after July 1, 2011, **shall be submitted, not later than six (6) months after the date of such issuance, to DAS, in a manner prescribed by the DAS commissioner. Only change orders or other change directives submitted to DAS in accordance with the foregoing shall be eligible for state grant assistance.**

EXHIBIT I – PROJECT LABOR AGREEMENT

EXHIBIT J – ACCEPTANCE OF CONTACT TERMS

_____ as a condition of satisfying the minimum requirements of that certain document entitled "REQUEST FOR QUALIFICATIONS/PROPOSALS for Construction Management at Risk Services for The New London High School Campus – New Project (State # MAG/N -0950090) hereby accepts the terms and conditions of the contract included and attached to said document as Exhibit J, **without** exception.

Authorized Signature

Date

Title

Printed Name

EXHIBIT K – CM AGREEMENT & GENERAL CONDITIONS

EXHIBIT L – AIA DIGITAL PRACTICE DOCUMENTS

EXHIBIT M – SCHEDULING REQUIREMENTS

PRE CONSTRUCTION/DESIGN PHASE

1. Baseline schedule development
2. Revisions and meetings as defined for schedule development
3. Monthly schedule updates

BASELINE SCHEDULE DEVELOPMENT

1. Trade-offs and schedule activity definition from plans and specifications and meetings with the project team
2. Development of time-scaled critical path method network diagram for entire project
3. Meetings to present the review schedules
4. Revisions as required by meetings and owner request
5. WBS and Activity code dictionaries as required
6. Reports and graphics as specified
7. Schedule data backup in P6 format.

CONSTRUCTION PHASE SCHEDULE

1. Baseline schedule development
2. Jobsite meetings to review schedule update data
3. Update schedule with data collected from the site (including data from major suppliers and subcontractors)
4. Production of required reports and graphics
5. Recovery schedules and delay documentation
6. Monthly schedule updates.