



CREC

Expert
Solutions

January 12, 2017

REQUEST FOR QUALIFICATIONS/PROPOSALS

For

Architectural/Engineering Services

for

**Haddam Killingworth High School
Partial Roof Replacement Project**

RFQ/P Available:	January 12, 2017
Mandatory Pre-Proposal Meeting:	January 18, 2017, 10:00 a.m. EST
RFIs Due from Architects:	January 27, 2017, by 12:00 p.m. EST
Proposals Due:	February 1, 2017, by 12:00 p.m. EST

TABLE OF CONTENTS

- I. Invitation to Submit
- II. Project Description and Scope of Services
- III. Submitting a Proposal
- IV. Method of Selection
- V. General Terms and Conditions
- VI. Equal Opportunity Employment
- VII. Insurance Requirements
- VIII. Contract
- IX. Exhibits
 - Exhibit A – State Requirements
 - Exhibit B – Minimum Requirements
 - Exhibit C – List of Qualifying Projects
 - Exhibit D – Proposal Form
 - Exhibit E – State of Connecticut Department of Education
Change Order Requirements
 - Exhibit F – Contract
 - Exhibit G – Acceptance of Contract Terms
 - Exhibit H – Project Schedule
 - Exhibit I – Respondent Statement of Non-Collusion

I. INVITATION TO SUBMIT

A portion of the Haddam Killingworth High School Roof located at 95 Little City Road in Higganum, Connecticut will be replaced (the "Project") and the Governing Body of the Regional School District 17 (the "District") has appointed a new High School Renovations Building Committee and chairperson to oversee this Project with an anticipated June 2017 construction start date. Pursuant to the terms and conditions of this Request for Qualifications /Proposals (RFQ/P) the District, acting by and through the High School Building Committee (the "Building Committee", which together with the District collectively, the "Owner") is pleased to announce this invitation to submit qualifications and fee proposals for architectural/engineering services for the Project developed by the Owner with the Capitol Region Education Council ("CREC") acting as the Owner's project manager.

A Mandatory Pre-Proposal Meeting is scheduled at the main entrance of the existing Haddam Killingworth High School located at 95 Little City Road, Higganum, CT on **January 18, 2017 at 10:00 a.m. EST**. In order to be eligible to submit a proposal, each Respondent must have attended this Mandatory Pre-Proposal Meeting.

Sealed proposals may be mailed or hand delivered to:

Regional School District 17
57 Little City Road, Higganum, CT 06441
Attention: Martha Vaughn, Director of Fiscal Operations

Sealed Proposals will be accepted at Regional School District 17, 57 Little City Road, Higganum, CT 06441, until **February 1, 2017 at 12:00 p.m. EST**. No extensions will be granted.

It is expected that a contract award decision will be made by February 15, 2017. All respondent submitting proposals will be notified of the Owner's decision.

The Owner is pleased to make this opportunity available and looks forward to receiving your proposals. The Owner is an Equal Opportunity Employer.

Please direct any and all questions concerning this RFQ/P to **Paul M. Drummey, Project Manager, CREC School Construction Division**, in writing via email at the following address: pdrummey@crec.org
No questions concerning this RFQ/P will be accepted after **January 27, 2017 at 12:00 p.m. EST**.

II. PROJECT DESCRIPTION AND SCOPE OF SERVICES

PURPOSE OF RFQ/P: With regard to the Project, this RFQ/P is requesting proposals (collectively, "Proposals" and individually, a "Proposal") from firms (collectively, "Respondent" and individually, a "Respondent") for services required to perform the work and provide the architectural/engineering services set forth in this RFQ/P pursuant to and in compliance with the requirements set forth in this RFQ/P (collectively, the "Services").

The Services shall be performed pursuant to the Owner's Standard Form of Agreement Between Owner and Architect (B104-2007), as amended (the "Agreement"), a copy of which is attached to RFQ/P as Exhibit F and are deemed a part hereof (collectively, the "Contract"). By submitting a Proposal a Respondent is deemed to have agreed to (i) accept all the terms and conditions of the Contract; and (ii) execute the Contract if awarded the Contract by the Owner. 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 to the Respondent that the Owner, in its sole discretion, determines as the most responsive, qualified, and responsible Respondent, which may not necessarily be the lowest Respondent.

PROJECT DESCRIPTION: This RFQ/P includes Architectural/Engineering services for the Haddam Killingworth High School Partial Roof Replacement Project, which consists of approximately 135,000 gross square feet. The Project will be partially funded through the State of Connecticut Department of Administrative Service's ("DAS") Office of School Construction Grants ("OSCG")

CONTRACT RESPONSIBILITIES OF THE RESPONDENT: The architect will be expected to provide all the services necessary to perform the architectural design for the Haddam Killingworth High School Roof Replacement. The following scope of services is intended to define the work tasks necessary for the architect to design all elements associated with replacing +/- 135,000 SQ/FT of the Haddam Killingworth High School Roofing System. The selected Respondent's obligations in providing the Services and performing the work under the Contract shall include, without limitation, the following:

The Respondent shall adhere to all local, state and federal regulations and guidelines and operate under the DAS guidelines as they apply to the Project.

- Attend all design review and other special meetings as requested by Owner and CREC through the programming, schematic, design development, construction document phase and Project close out;

- Provide and/or facilitate, in concert with Owners Project Manager, any and all necessary paper work required for complete state reimbursement;
- Attend all meetings required by the Office of School Construction Grants for reimbursement compliance;
- Provide continuous document review to ensure documents are clear and concise to contractors and subcontractors in the effort to minimize change orders due to unclear or missed scope;
- Perform an analysis of design documents and provide a verification of cost estimates at each phase (schematic design, design development and construction documents) as needed.

Solicitation and Award Services

- Prepare solicitation packages (bid packages) and adhere to the applicable DAS/OSCG bidding requirements;
- Develop requirements to assure time, cost and quality control during construction;
- Review project labor requirements and availability, develop labor strategy and advise, identify potential respondent and generate maximum Respondent interest;
- Monitor, review, analyze, and recommend awards in accordance with the applicable DAS requirements;
- Implement the CHRO requirements that may include pre-qualification process for M/WBEs and SBE contractors, including without limitation, such requirements that became effective as of October 1, 2015.

Construction Services

- Prepare and submit change order documentation for approval by the Owner and the Owner's Project Manager;
- In accordance with DAS change order requirements and procurement requirements stipulated in Section 10-287 (b) (1) of the Connecticut General Statutes, prepare change orders for submission to DAS (See Exhibit E attached hereto for format requirements) to ensure proper reimbursement;
- Develop and maintain a method for tracking and expediting review and approvals of shop drawings, requests for information (RFI), and change order requests.
- RFIs shall be prepared on a template acceptable to Owner and each RFI shall be limited to one (1) issue;
- Assist the Owner's Project Manager with all owner activities and post-completion activities, including assembly of guarantees, manuals and commissioning requirements, closeout documents and the owner's final acceptance;

Post-Occupancy and Warranty

- Develop, coordinate and monitor the resolution of "punch list" items;

- Coordinate, monitor and resolve all warranty issues to the satisfaction of the Owner one (1) year from substantial completion (beyond such date where applicable);
- Assist the Owner’s Project manager to develop and maintain an effective program of all operating manuals, maintenance manuals, and any preventative maintenance data insuring their delivery to the owner at the completion of the Project;
- Provide a complete formal owner training of all Project systems installed as part of the Contract;

III. SUBMITTING A PROPOSAL

Respondent are required to submit the following for this Project: (i) twelve (12) duplicate 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 “Architectural/Engineering Services; Partial Roof Replacement; Haddam Killingworth High School Qualifications Proposal; Attention Martha Vaughn” (the “Qualifications Proposal”); (ii) a USB flash drive containing a copy of the Qualifications Proposal; and (iii) in a **separate sealed envelope** one (1) original of their fee proposal (in the form of Exhibit D attached to this RFQ/P) bearing on the outside the wording “Architectural/Engineering Services; Partial Roof Replacement; Haddam Killingworth High School; Fee Proposal; Attention Martha Vaughn”.

Qualifications Proposal must be organized with the following sections:

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 Respondent’s qualifying projects. (Note: The first project listed must meet the minimum experience requirements set forth in Exhibit B hereto for the Project.);
2. Copy of the firm’s Connecticut Architect’s License;
3. An original signed Insurance Document (see Section VII hereof) and not an insurance certificate;
4. Signed acknowledgement of the acceptance of the Contract terms and conditions in the form of Exhibit G attached to this RFQ/P and made a part hereof
5. Signed acknowledgement of the Respondent’s Statement of Non-Collusion in the form of Exhibit I attached to this RFQ/P and made a part hereof.

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

Cover Letter (1page) – A Respondent shall indicate its commitment to the Project and how the Respondent will meet or exceed expectations. Specifically, a Respondent shall describe how it will maintain consistent leadership throughout the design and construction of the applicable roof replacement project and how it will meet the requirements set forth in this RFQ/P with regards to budget, schedule and phasing as applicable.

Organization and Employee Experience – A Respondent shall indicate how it will staff the Project and provide the resumes for each member of the Respondent’s team that will be assigned to the Project. 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 in Connecticut. 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 Respondent’s experience with school construction projects similar in size and scope to the Project.

Change Orders (no more than 1 pages) –Describe your firms 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 Respondent will be responsible for compiling and submitting State Change Orders (ED-042CO) to DAS. Describe the firm’s approach and experience with the DAS Change Order process.

Close-out (no more than 1 page) – The Respondent awarded a 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 in accordance with DAS requirements. A Qualification Proposal should include the Respondent’s policy for management of warranties, O&M manuals, owner training, change orders and their proper processing per DAS requirements, commissioning, punch list, certificate of occupancy, etc. A Respondent awarded a Contract shall provide, at all times requested by Owner, information required to satisfy DAS requirements as to close out of the Project.

Past Claims or Disputes – Indicate any claims, disputes, or arbitration proceedings that have occurred on any public school projects in the last five (5) years. Indicate who they were with and give a status of each, even if they are pending.

Contract – A Respondent awarded a Contract shall be required to execute a Contract for the Project. **A Respondent shall include a signed acknowledgement (see Exhibit F) of its acceptance of the Contract and terms included therein as part of its Qualification Proposal. If such signed acknowledgement is not included with a Qualification Proposal, the Qualification Proposal shall be deemed unresponsive and your Qualification Proposal rejected and the applicable Fee Proposal will be returned unopened.**

Fee Proposal –The Fee Proposal will be broken down into the following three (3) categories for the Project (please refer to Exhibit D attached to this RFQ/P and made a part hereof):

- Preconstruction Phase Services Fee: The Respondent’s preconstruction services fee for all the preconstruction services set forth in the Contract shall be stated as a lump sum amount, which amount shall include, without limitation, all staffing costs and reimbursable costs and expenses of the Respondent’s.
- Construction Phase Services Fee: The Respondent’s construction administration fee for all the construction service set forth in the RFQ/P.
- Close Out Phase Service Fee: The Respondent’s construction administration fee for all the construction service set forth in the RFQ/P.

IV METHOD OF SELECTION

The selection process is based on a three (3) part review process. The selected Respondent will have successfully met all of the criteria and be deemed by the Owner’s selection committee as the most responsible, responsive, and qualified respondent, which may not necessarily be the lowest Respondent.

Administrative Review:

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 applicable Qualifications Proposal shall be rejected and the associated Fee Proposal returned unopened.

Review of Qualification Proposals Meeting the Minimum Requirements:

A Respondent’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 multiple reviewers. The Respondent’s “qualification proposal score” will be an average of all of the reviewers’ scores for such Respondent. The Respondent with the highest qualification proposal score will be ranked No. 1, the Respondent with the second highest qualification proposal score will be ranked No. 2 and so on until all of the Respondents have been ranked.

Review of Fee Proposals:

A Respondent's Fee Proposal will be ranked against all the Respondents who have submitted a Proposal. The Respondent with the lowest overall Fee Proposal will be ranked No. 1 and so on until all Respondents have been assigned a ranking.

At the discretion of the Owner's selection committee, no less than four (4) Respondents will be selected as responsible, responsive, and qualified Respondents.

At this time Owner does not anticipate interviewing Respondents. However, Owner reserves its rights to do so should it be deemed in the best interest of Owner.

The Owner nor any of its 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 Respondent shall adhere to the following terms and conditions and by submitting a Proposal a Respondent 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** – Owner reserves the right to accept and/or reject any or all Proposals submitted for consideration to serve the best interests of Owner. Respondents 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 Owner.
3. **Ownership of Subsequent Products** – Any product, whether acceptable or unacceptable, developed under the Contract awarded as a result of this RFQ/P is to be the sole property of Owner unless stated otherwise in the RFQ/P or the Contract.
4. **Timing and Sequence** – Timing and sequence of events resulting from this RFQ/P will ultimately be determined by Owner.
5. **Oral Agreements** – There shall be no oral agreements or arrangements by and between a Respondent and the Owner related to this RFQ/P.
6. **Amending or Canceling Requests** – Owner reserves the right to amend or cancel this RFQ/P prior to the due date and time, if it is in the best interest of Owner.
7. **Rejection for Default or Misrepresentation** – Owner reserves the right to reject a Respondent's Proposal if the Respondent is in default under any prior contract with Owner or has made misrepresentations in the Proposal.

8. **Clerical Errors in Awards** – Owner reserves the right to correct inaccurate awards of the 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 Respondent awarded the Contract under this RFQ/P will become part of the Contract and may be amended/revised by Owner at their discretion.
12. **Rights Reserved to Owner** – 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 Owner will be served.
13. **Withdrawal of Submission** – Negligence on the part of the Respondent 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 Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the awarded Contract under this RFQ/P without the prior consent and approval in writing by Owner.
15. **Cost of Preparing Proposal** – Owner shall not be responsible for any expenses incurred by the Respondent in preparing and submitting a Proposal. A Proposal shall provide a straightforward, concise delineation of the Respondent’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

Contract Provisions Required Pertaining to Equal Opportunity in Employment

Effective as of October 15, 2015, the State of Connecticut’s nondiscrimination, affirmative action and supplier diversity program (formerly the “set-aside program”) shall apply to the Project. The Respondent 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.

VII. INSURANCE REQUIREMENTS

Owner’s Insurance Requirements

Contractors and vendors working for and/or doing business with Owner shall agree as a condition of acceptance to indemnify Owner pursuant to the indemnity clause set forth below and furnish and perpetually maintain, at their own expense, for the duration of the Project, the following policies of insurance covering the following items. Insurance must be primary and endorsed to be noncontributory by Owner, must be written in an insurance company A.M. Best rated as "A-VII" or better, and Owner must be endorsed to the policy as an additional insured (except Worker's Compensation) unless specifically waived in writing by Owner. Such contractors and vendors further agree that any subcontractor they intend to use on the Project will be required to provide the same indemnity and insurance requirements contained in this section. Such contractors and vendors shall obtain insurance certificates stating that such contractors and vendors, as applicable, and Owner shall be endorsed to the subcontractor's insurance policies as additional insured (except in the case of workers compensation).

Indemnity Clause

In connection with the Project, a successful Respondent shall be required to indemnify Owner under the applicable Contract in accordance with Section 3.18 of the General Conditions of the Contract as follows:

"§ 3.18 INDEMNIFICATION

§ 3.18.1 Contractor hereby agrees to and shall at all times defend, indemnify and hold Owner and its subsidiaries, affiliates, officers, agents, excluding design professionals, and employees, wholly harmless from any and all losses, costs, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death and other liabilities of whatsoever kind or nature arising out of or resulting from the performance (or attempted performance) of the Work, or otherwise caused by, incident to, connected with or arising directly or indirectly out of: (a) the performance of this Contract by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (b) any act, omission, or negligence of Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnity shall survive the termination of this Contract.

§ 3.18.2 Contractor's indemnification obligation covers all acts arising out of but not limited to the following:

- .1 Bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom,
 - .a caused by, incident to, connected with, or arising directly or indirectly out of the performance of the Agreement or General Conditions;
 - .b arising directly or indirectly out of the presence of any person in, on, or about any part of the Project Site or the streets, sidewalks and property adjacent thereto; or

- .c arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment (including but not limited to, scaffolding, ladders, hoists, rigging, supports, etc.) whether or not such machinery or equipment was furnished, rented, or loaned by the Owner, its officers, employees, agents or servants, or others;
- .2 Failure of Contractor in any way to comply with the requirements of the Fair Labor Standards Act, as amended, and all other applicable Federal, State or local statutes, laws, ordinances, rules, regulations (including, but not limited to, the Occupational Safety and Health Act of 1970) or orders or any term or provision of the Agreement or General Conditions (with all of which all Subcontractors agree to fully comply).

§ 3.18.3 In any and all claims against the Owner, its officers, agents, or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefits acts or other employee benefits acts.

§ 3.18.4 If Contractor fails to defend any person indemnified hereunder, such person may defend any suit, action or other legal proceeding and the actual and reasonable costs thereof (including, without limitation, actual and reasonable attorneys' fees) shall be included as part of the loss, cost, damage and expense covered by Contractor's indemnity.

§ 3.18.5 To the fullest extent permitted by law and without limiting any other indemnification obligations of the Contractor, except to the extent caused by the uncured failure by the Owner to make payment when required by the Contract Documents, the Contractor shall indemnify and defend the Owner, its officers, directors, assigns, lenders, agents, and employees from any claims, liens, charges (including attorneys' fees) or encumbrances (including but not limited to mechanic's and materialmen's liens or bond claims) arising out of or in connection with the performance of the Work. The Owner shall be entitled to recover from the Contractor all costs and expenses incurred in enforcing this Agreement, including attorneys' fees. Upon request of the Owner, the Contractor shall within 60 days remove any liens filed against the Owner of its property. If the Contractor fails to do so, the Owner is authorized by the Contractor to remove or satisfy any such liens, and the Contractor shall pay to the Owner all costs and damages incurred by the Owner to do so, including attorneys' fees."

Certificates of Insurance

Before starting any work, the contractor, vendor or organization shall furnish to Owner a certificate of insurance indicating, specifically, the existence of those coverage’s and limits set forth as follows. Owner must be named on the insurance certificate as “additional insured ATIMA” for the coverage’s afforded, and a copy of the actual policy endorsement that adds Owner as an additional insured must be attached to the certificate (Blanket additional insured endorsements are deemed acceptable). It shall be the duty of the contractor, vendor or organization to provide such future certificates and endorsements to Owner upon renewal or new placement of any insurance policy which may expire or renew during the term of the Project. Further, that the contractor, vendor or organization shall give Owner thirty (30) days’ notice of any cancellation or change in the terms of such policy or policies during the periods of coverage. Upon request of Owner, the contractor, vendor or organization shall furnish to Owner for its examination and approval such policies of insurance with all endorsements, or copies thereof, certified by the agent of the insurance company.

The contractor, vendor or organization agrees to forward a signed original of this Insurance Requirement signed by an authorized Officer or Agent for the contractor, vendor or organization, to the care of: Regional School District 17, 57 Little City Road, Higganum, CT 06441 Attention: Martha Vaughn, Director of Fiscal Operations, as an acknowledgement and acceptance to the terms and conditions stated herein and prior to the commencement of any work being performed.

Authorized signature

Date

	Independent Contractor (Major projects or engagements)
Commercial General Liability	<p>\$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</p> <p>The CGL policy must include coverage for:</p> <ul style="list-style-type: none"> • Liability from premises and operations. • Liability from products or completed operations. • Liability from actions of independent contractors. • Liability assumed by contract.
Conditions	<p>Owner must be named as “additional insured” on contractor’s CGL policy with form CG 20 10 or CG 20 33, and CG 20 37.</p> <p>The Aggregate limit must apply per job. Products/completed operations must be carried for 2 years after completion of job/acceptance by owner.</p>
Automobile Liability	<p>\$1,000,000 each accident \$2,000,000 aggregate for bodily injury/property damage, including hired owned & non-owned</p>
Workers' Compensation	<p>Liability meeting statutory limits mandated by the state and Federal laws with minimum limits of :</p> <p>\$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</p>
Employers Liability	<p>\$1,000,000 each accident</p>
Professional Liability	<p>\$1,000,000</p>
Umbrella Liability	<p>\$10,000,000</p>

Instructions to contractor, vendor or organization

All subcontractors are subject to the insurance requirements set forth in the RFQ/P for Respondents. It is your responsibility as the contractor, vendor or organization to be sure that subcontractors provide acceptable evidence of insurance.

Owner also requires that they be named on your general liability policy as an additional insured. Your general liability policy must be endorsed with ISO Endorsement CG 20 26 07 04 (or equivalent) *or* ISO Endorsement CG 20 33 07 04 (or equivalent), *and* ISO Endorsement CG 20 37 07 04 (or equivalent). These form numbers must be specifically referenced on the certificate of insurance. If your insurance company uses another form to provide Owner with additional insured status on your policies, copies of those forms must be provided in advance with the certificate for review and approval by Owner.

The proper name for the entities to be named as additional insured is: "Regional School District 17".

Evidence of compliance with these requirements is with the ACCORD form 25, "Certificate of Liability Insurance", with 30 day notice of cancellation, plus copies of any required additional insured endorsements. Certificates should be sent to: Regional School District 17 57 Little City Road, Higganum, CT 06441 Attention: Martha Vaughn, Director of Fiscal Operations

Current insurance certificates must be furnished to Owner at all times. Replacement certificates must be furnished *prior to the expiration or replacement* of referenced policies.

VIII. CONTRACT

A copy of the Contract, (AIA B104 – 2007, as amended) is attached hereto as Exhibit F and made a part of this RFQ/P.

IX. EXHIBITS

Exhibits A through I are set forth on the following pages.

EXHIBIT A

STATE REQUIREMENTS

Sec. 10-290e. Services agreements. Requirements. Prohibitions. (a) Any town or regional school district that enters into a services agreement with a consultant to render independent architectural services for a project receiving state assistance pursuant to this chapter may, where necessary or desired, provide the consultant with instructions, guidance and directions in connection with the consultant's performance of such services. The consultant shall provide all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to such services requested by the town or regional school district to complete the school building project. As part of the services agreement, the consultant shall agree to perform such services as an independent contractor and in a good and workmanlike manner, consistent with: (1) Instructions, guidance and directions provided by the town or regional school district to the consultant; (2) the terms and conditions of the services agreement; (3) the highest prevailing applicable professional or industry standards; (4) sound architectural practices; and (5) any applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local governmental bodies, agencies, authorities and courts having jurisdiction. Such services agreement shall not limit the liability of the consultant for errors and omissions related to the performance of the services.

(b) The consultant shall not use, publish, distribute, sell or divulge any information obtained from any town or regional school district through a services agreement for the consultant's own purposes or for the benefit of any person, firm, corporation or other entity without the prior, written consent of the town or regional school district that contracted for the services. Any reports or other work product prepared by the consultant while performing services under the services agreement shall be owned solely and exclusively by the town or regional school district that contracted for such services and the Department of Education and cannot be used by the consultant for any purpose beyond the scope of the services agreement without the prior written consent of the town or regional school district. Any information designated by the town or regional school district in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the town or regional school district that contracted for such services.

(c) For the purposes of subsections (a) and (b) of this section, "services agreement" means a written agreement between a consultant and a town or regional school district for the provision of independent architectural services for the purpose of a school building project for which the town or district is receiving state assistance pursuant to this chapter.

(d) Any town or regional school district that fails to adhere to the provisions of this section for a project for which the town or district receives state assistance pursuant to this chapter shall be assessed a ten per cent reduction in the amount of its grant approved pursuant to this chapter upon completion of an audit pursuant to section 10-287.

EXHIBIT B

MINIMUM EXPERIENCE REQUIREMENTS

Respondent shall have: (i) completed, architectural/engineering firm, at least three (3) school roof replacement projects with a budget of not less than Two Million Dollars (\$2,000,000.00) and square footage equal to, or greater than, 80,000 , which was a Connecticut public school project that received a certificate of occupancy within the last five (5) years (vocational technical schools managed by the State of Connecticut Department of Public Works are schools that meet the foregoing minimum experience qualifications requirements); or (ii) an employee who has previous experience as a project manager for at least two (2) school projects with a budget of not less than Two Million Dollars (\$2,000,000.00) and square footage equal to, or greater than, 80,000, which was a Connecticut public school project that received a certificate of occupancy within the last five (5) years (vocational technical schools managed by the State of Connecticut Department of Public Works are schools that meet the foregoing minimum experience qualifications requirements). Should a Respondent utilize this later employee acting as a project manager option, the Respondent shall clearly identify the employee, the employee's previous employer and the school. In addition, such previous employer's contact information shall be provided for verification by Owner.

EXHIBIT C – LIST OF QUALIFYING PROJECTS

Respondent's Name _____

Note: The project used to satisfy the minimum experience requirements set forth in Exhibit B of this RFQ/P shall be identified in lines item No.1 to No. 3 of this Exhibit C. Additional projects to satisfy the additional criteria shall be listed in line items No.4 through 10 of this Exhibit. This Exhibit must be filled out in its entirety.

Line No.	Project Title	State of CT Project #	Owner	Owner Point of Contact Name/Phone #	Project Budget	Original Contract Amount	Amended Contract Amount	Month/Year Of Occupancy
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

EXHIBIT D

Cost Proposal

SCHOOL: Haddam Killingworth High School

A/E FIRM: _____

Complete this schedule based on a fixed limit for the Cost of the Work of \$3,500,000.00 and a substantial completion date of August 25, 2017.

NOTE: The following is intended to be a firm bid:

Pre-Construction Phase

Design Development, Construction Documents/PCT, Bidding Phase

\$ _____

Construction Phase

Construction Administration

\$ _____

Close Out Phase

Close-out/ Audit

\$ _____

Total Fee

\$ _____

*All costs considered reimbursable should be included in fees above. No reimbursable will be accepted apart from the fee proposal.

EXHIBIT E

CHANGE ORDER REQUIREMENTS

The Architect shall be responsible for the preparation of all contract change orders to the State of Connecticut School Construction Grants. Change orders shall be submitted to the Owner's Project Manager on Form SCG42CO attached herein as part of these bid documents. The Architect shall work in concert with the Owner's Project Manager to adhere to the following procedures when submitting change orders to the OSCG:

1. Change Orders shall be submitted for each individual trade contractor. Multiple change orders can be included on each SCG42CO form, but they must all be from the same trade contractor.
2. The Architect shall attach sufficient documentation with each SCG42CO 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 Education.
3. The Architect shall attach an executed trade contractor change order form to each SCG42CO form submitted to the OSCG.
4. The Architect shall have each SCG042CO form signed by the town Superintendent of Schools and Finance Officer, as well as the Architect and Trade Contractor.
5. The Architect may not include costs for payment and performance bond increases from either the trade contractor or the Architect on each individual SCG42CO form. Costs for bond premium increases shall be submitted at the end of the project using a single SCG042CO 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 OSCG for bond premium increases MUST include a copy of the invoice for the additional premium from the contractor's bonding company.
6. The Architect shall submit an SCG042CO form to the State for any and all changes to the contract amount, including adds, deducts, expenditures of allowances and any value engineering cost changes to the GMP of the CM's contract.

EXHIBIT E (Cont.)

CHANGE ORDER REQUIREMENTS

7. The Architect shall submit an SCG042CO 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, include a reconciliation log, and detailed documentation of all expenditures made using the Allowance funds.
8. The Architect shall submit SCG042CO change order forms to the State Department of Education on an ongoing basis throughout the project and shall not allow change orders to accumulate over an excessive period of time.
9. It is the Architect's responsibility to submit SCG042CO change order forms with proper accompanying documentation pursuant to Sec. 2 Section 10-286 of the general statutes as amended by subsection (d) found below:
(d) For any school building receiving state grant assistance under this chapter, all change orders or other change directives issued for such project on or after July 1, 2008, shall be submitted, not later than six months after the date of such issuance, to the Commissioner of Education, in a manner prescribed by the commissioner. Only change orders or other change directives submitted to the commissioner in accordance with this subsection shall be eligible for state grant assistance.

EXHIBIT F

Contract for Construction Services

1. AIA B104–2007, as amended, **Attached to the end of the RFQ/P**

EXHIBIT G

Acceptance of Contract Terms

_____ as a condition of satisfying the minimum requirements of that certain
Insert Company Name
document entitled "REQUEST FOR QUALIFICATIONS/PROPOSALS for Architectural/Engineering
Services for the Haddam Killingworth High School Partial Roof Replacement Project", hereby accepts
the terms and conditions of the Contract included and attached to said document as Exhibit F, without
exception.

Authorized Signature

Date

Title

Printed Name

EXHIBIT H

Project Schedule

This is an anticipated schedule only. Dates are tentative and may be subject to change.

Project Outline Schedule

A/E RFQP Advertised	January 12, 2017
Pre-proposal Site Visit (Mandatory) 2:00 p.m.	January 18, 2017
Request for Information Deadline, 12:00 p.m.	January 27, 2017
RFQP Proposals DUE, 2:00 p.m.	February 1, 2017
BOE Meeting	February 13, 2017
Award Date	February 15, 2017
Construction documents complete	March 17, 2017
Estimated Pre-bid Conformance Review (CTOSCG)	March 20, 2017
Out to Bid	March 27, 2017
Contractor Award	May 2, 2017
Construction Start	June 13, 2017

EXHIBIT I

RESPONDENT STATEMENT OF NON-COLLUSION

BY SUBMISSION OF A PROPOSAL, RESPONDENT AND EACH PERSON SIGNING ON BEHALF OF RESPONDENT CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- (1) The prices of the Fee Proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Respondent or competitor, for the purposes of restricting competition or as to any matter relating to price.
- (2) Unless otherwise required by law, the prices set forth in the Fee Proposal have not been knowingly disclosed by Respondent and will not be disclosed by Respondent directly or indirectly to any other respondent or competitor before the Fee Proposals are opened.
- (3) No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit a Proposal for the architectural/engineering services to perform professional services at the Haddam Killingworth High School Partial Roof Replacement Project, which project shall be an educational facility consisting of approximately 140,000 gross square feet located at 95 Little City Road, Higganum, CT.

IF, FOR ANY REASON, RESPONDENT CANNOT CERTIFY AS SET FORTH ABOVE, RESPONDENT SHALL SO STATE AND SET FORTH THE REASONS IN DETAIL BELOW:

_____ Date

_____ Title

_____ Printed Name