

TOWN OF CROMWELL
REQUEST FOR PROPOSAL
FOR
DESIGN-BUILD SERVICES

DEPARTMENT OF PUBLIC WORKS/CROMWELL WATER POLLUTION CONTROL
AUTHORITY FACILITY

The Town of Cromwell (“Town”) is requesting sealed proposals from qualified Design-Build Contractors (“Proposers”) to provide professional design and construction services for a combined Department of Public Works/Cromwell Water Pollution Control Authority Facility (Cromwell DPW/WPCA Facility) located at 100 County Line Drive, Cromwell, CT 06416. This project will consist of developing the final design of the new facility to meet the Town’s program goals and construct the final approved design. The dimensions of the overall exterior and interior spaces from the studies/documents provided in this RFP may be adjusted to provide the most efficient and economical system design. The Town must review and agree upon the proposed layout prior to construction.

The Request for Proposals (RFP) is available online at: <https://www.cromwellect.com>

The Town of Cromwell reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the Town of Cromwell. The award of this project will be based on the best value to the Town and will consider qualifications, design, cost and any other factors deemed relevant.

Questions regarding this RFP should be directed to the Town Engineer via email at jharriman@cromwellect.com. To receive consideration, all questions must be submitted by the close of business on November 7, 2018. A response to all salient questions will be provided via addendum that will be posted on the Town’s website prior to the close of business on November 13, 2018.

Interested and qualified consultants are to submit three (3) copies of their proposals in a sealed envelope, clearly marked “RFP Design-Build Services – Cromwell DPW/WPCA Facility” and addressed to Jon Harriman, P.E., Town Engineer, Town of Cromwell, 41 West Street, Cromwell, CT 06416. Proposals will be accepted until 10:00 AM on November 19, 2018. No submissions will be accepted after the date and time specified. No fax or email submissions will be accepted.

TOWN OF CROMWELL



DEPARTMENT OF PUBLIC WORKS/WATER POLLUTION CONTROL AUTHORITY
41 WEST STREET
CROMWELL, CT 06416

REQUEST FOR PROPOSALS
DEPARTMENT OF PUBLIC WORKS/WATER POLLUTION CONTROL AUTHORITY
FACILITY

Submission Deadline:

November 19, 2018

Submission Contact and Address:

Mr. Jon Harriman, P.E.
Town Engineer
41 West Street
Cromwell, CT 06416
Email: jharriman@cromwellct.com

REQUEST FOR PROPOSAL
DESIGN-BUILD SERVICES
DEPARTMENT OF PUBLIC WORKS/WATER POLLUTION CONTROL AUTHORITY
FACILITY

BACKGROUND

The Town of Cromwell (“Town”) is soliciting proposals for design-build services for a new Cromwell Department of Public Works / Water Pollution Control Authority Facility (Cromwell DPW/WPCA Facility) located 100 County Line Drive, Cromwell, CT 06416. 100 County Line Drive is at the end of County Line Drive consisting of 13 acres and is the site of the existing Cromwell Transfer Station.

The existing Public Works Facility is located at 20 James Martin Drive behind the Pierson Park football field. This facility consists of a 6,000 square foot four bay garage with staff office space, rest room and break room; a 4,000 square foot Quonset hut used for cold storage; a 2,550 square foot wood framed cold storage garage; a 2,500 square foot two bay mechanics garage; a salt shed and a fueling station. The Cromwell Water Pollution Control Authority (CWPCA) facility is located behind 5 West Street and consists of a 3,168 square foot 4 bay garage with staff office and bathroom. Both facilities are undersized and are beyond their useful life.

This project will combine the Department of Public Works and Water Pollution Control facilities into one facility to be co-located with the Cromwell Transfer Station (to be reconfigured and relocated on-site) at 100 County Line Drive. The Town will undertake relocating and updating the site plan for the existing Transfer Station on-site to accommodate the new combined Public Works and WPCA Facility prior to construction of the new facility. A schematic layout of the relocated transfer station and the new Public Works and WPCA Facility is provided in Appendix A. The existing salt shed at 20 James Martin Drive will be relocated to 100 County Line Drive as a part of this project.

In 2014 the Town of Cromwell hired Silver Petrucelli Associates to do a facility needs assessment for the Cromwell Public Works Department and Water Pollution Control Authority. In 2014 a report was generated detailing the needs and included a schematic layout for a 39,801 square foot building. The facility needs report and conceptual layout is provided in Appendix A of this report. The original conceptual layout has been modified by the Town to eliminate some of the office space in the new facility (office areas in dark blue). This second conceptual plan was not conceived by a building architect. For the purpose of this work, ignore references in the report to sites previously investigated. With that revision the conceptual facility is approximately 38,732 square feet in size. The Town’s building concept plan and conceptual site layout can be made available in CAD format. Site topography is based on a recent Golden Aerials Survey flight. The conceptual site plan was conceived to demonstrate that the transfer station and the new garage facility fit on the subject parcel, it is only a starting point and does not include all of the facility needs identified elsewhere in this RFP.

GOALS

Respondents to this RFP are encouraged to make use of the conceptual plan(s) and needs assessment created by Silver Petrucelli Associates in 2014 and updated by the Town more recently which are attachments to this document. Significant deviations from the conceptual plan should be noted in the

submission. The conceptual plan for the newly constructed Cromwell DPW/WPCA Facility provides the following:

1. Approximately 5,000 square feet of office, break room/ multipurpose room, with:
 - a. Three (3) walled offices for DPW foreman and assistant foreman, WPCA foreman and WPCA personnel.
 - b. A break room/multipurpose room including kitchen (sink, refrigerator, counters, cabinets)
 - c. A work room for office desks/cubicles
 - d. Locker rooms (male and female) with lavatory facilities
 - e. Mechanical room and copy/storage room
 - f. Forced air heating and cooling, domestic hot water
 - g. LED lighting
2. 5,900 square foot mechanics garage with four garage bays, and associated parts storage rooms and office.
 - a. 14'Wx16'H garage bay doors
 - b. Concrete floor with radiant heat 2 zones in garage area – ceiling (Modine style) backup heaters
 - c. Forced air heating and cooling in office space
 - d. LED lighting
3. 25,500 square foot insulated fleet vehicle and heavy equipment storage building with bays for 22 large trucks/heavy equipment and associated equipment. Building shall have a flow through design (one door in – one door out).
 - a. 18'Wx18'H garage doors
 - b. Concrete floor with radiant heat four zones – ceiling (Modine style) backup heaters
 - c. Four foot frost wall
 - d. LED lighting
 - e. 8,000 square foot cold storage/car port along length of building with power outlets for engine block heaters, battery chargers, tools, etc. 16' vertical clearance.
4. 1,450 square foot enclosed truck/equipment wash bay with drive through flow (14'Wx16'H doors on either end).
 - a. Concrete floor – drains to oil water separator – connected to sanitary sewer
 - b. ceiling mount (Modine style) heaters
 - c. LED lighting
5. On demand backup power generator suitable for office and garage spaces.
6. On-site gasoline and diesel fueling station similar to the existing CONVAULT currently used at the existing Highway Yard (4,000-gal gas, 4,000-gal diesel). The new fuel station shall meet all applicable State and Local codes (canopy/storm water, fire protection, etc.).
7. Salt shed – contractor shall disassemble, transport and reassemble the existing salt shed located at 20 James Martin Drive on to the new site.
8. Site improvements:

- a. LED lighting throughout
- b. Perimeter fencing with access gate (keypad or keycard entry)
- c. The use of LID stormwater management is encouraged

Funding is to be available for this project under the expectation that the selected Proposer adhere to a Guaranteed Maximum Price (“GMP”). This amount shall be specified in the Price Proposal Form found in Exhibit B, which must be signed by an authorized representative of the Proposer.

In 2014, the Town conducted a review of the Cromwell DPW/WPCA Facility with Silver & Petrucelli Associates. In October of 2014, Silver Petrucelli & Associates issued a report of the existing conditions and made recommendations for improvements. The report documented facility deficiencies in building codes, accessibility, site security, and employee facility and operational capabilities. A copy of this report can be found in Exhibit A of this RFP. It is encouraged that Proposers reference this document to get an understanding of the Cromwell DPW/WPCA Facility, but make improvements to the design of the construction as the Proposer sees fit. The goal of this RFP is to provide the most cost effective construction to improve the work flow of the Department of Public Works and WPCA. 100 County Line Drive is currently the site of the Cromwell Transfer Station. The intent of this engagement is to meet the goals set forth in the RFP to construct a Cromwell DPW/WPCA Facility as close to the conceptual plan or propose a detailed plan detailing any suggested changes. Proposers shall review this past study and schematic designs and should be used as a guide to generate a proposal. Proposers are encouraged to improve upon the designs in any way they see fit, so long as they meet the requirements described in this RFP. Proposers are expected to base their responses to this RFP on the requirements described herein. Proposers should note that project design and engineering is not provided in this RFP and will be the responsibility of the successful Proposer. The Town desires to promote creativity and cost competitiveness in this procurement process and to provide flexibility to Proposers with respect to project configuration, equipment selection, etc. Nevertheless, all proposed designs must demonstrate the capability to meet the requirements set forth in this RFP and to obtain the approval of the Town. **Prevailing wage rates will apply to this project.**

KEY DATES

Date	Event
10/09/2018	RFP Release
11/07/2018	Deadline for All Questions
11/13/2018	Addendum Issued Responding to Questions
11/19/2018	RFP Proposals Due by 10:00 AM EST

PROPOSER QUALIFICATIONS & SUBMITAL REQUIREMENTS

The selected Proposer shall be chosen based upon the relevant expertise and thorough knowledge of the professional services, functions, activities and related responsibilities to successfully perform the Scope of Work described in this RFP. The selected Proposer shall possess, or contract with appropriate design professionals who hold, all applicable and pertinent State of Connecticut licenses.

All proposals submitted and information contained therein and attached thereto, will not become public information until Department of Public Works Staff /WPCA (“DPW/WPCA Staff”) has made a recommendation to the Town Manger and the Town has awarded a contract to the successful Proposer.

All Proposers, and their sub-consultants, must have sufficient staffing, expertise, financing, and bonding capacity to complete the services describe in this RFP. All Proposers shall provide written evidence of the following qualifications and shall be organized using each of the elements listed below as section headings. These qualifications and submittal requirements must be met to be considered for this RFP.

- A. Letter of Transmittal: Provide a letter accepting all terms, conditions and requirements of this RFP. Explain how your firm will maintain consistent leadership throughout this project and how your firm will keep this project on budget and schedule.
- B. Firm Description: Provide a brief description of the firm including firm size and area of specialization, location of corporate headquarters, and location of office proposed to handle this project.
- C. Project Team: Provide names, resumes, and office locations of key staff who will be assigned to the project. Each team member’s education and qualifications shall be listed. The project manager shall be clearly identified. If different consultants will be teaming together, indicate the lead consultant and identify any sub-consultants. Provide the number of professional staff members your office employs. Provide the work in place in dollars that has been managed each year for the past five (5) years.
- D. Project Understanding: Provide a statement summarizing how the consultant and/or project team is particularly qualified for this project. Provide an overview of the principal elements of the proposal. A description of the proposer’s approach to the project, any suggestions or concerns the Town should be aware of, proposed configuration of equipment, and any additional scope of work tasks proposed as necessary for the successful completion.
- E. Safety: The Proposer shall be responsible for maintaining a safe work environment and adhere to all applicable OSHA regulations. Discuss your firm’s attitude toward safety. Explain specifically what will be done for this project to proactively maintain a safe environment for the workers, public and Town employees. In addition, provide a letter from your insurance carrier indicating you EMR rating for the last three (3) years.
- F. Bonding Capacity: Proposer must be bondable to the value of the project. Provide the name of your bonding company, bonding limitation, Best Rating, name and contact information of agent(s).
- G. Scope of Services: Describe the Proposer’s approach and technical plan for accomplishing the work listed herein. The Proposer is encouraged to elaborate and improve on the tasks listed in the RFP; however, the Proposer shall not delete any requested scope tasks without clearly noting this in the submission. Proposer shall indicate type of construction, materials, etc. of all components of the facility.
- H. Preliminary Sketch: The Proposer shall provide a preliminary drawing with layout and dimensions of all spaces.

- I. Project Schedule: The Proposer shall submit a draft schedule, itemized by task, for completing the scope of work. Demonstrate how the leadership provided by your firm will ensure that deadlines will be met. Include identification of any risks that you do not control and how you will manage that risk, as well as, what value your firm brings to the project.
- J. Comparable Projects: Description of related project experience, especially with other municipalities over the last five (5) years. Include the client's name, a brief summary of the work, and role of key staff in each project.
- K. References: Three (3) references from comparable projects, including the current contact name and phone number of the authorized owner's representative, as well as, the Proposer's project manager for each project.
- L. Insurance: Provide your insurance company and agent(s), insurance coverage including type and limits.
- M. Past Claims or Disputes: 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 the status of each.
- N. Price Proposal Form: This RFP is not a low-bid competition bid. Rather proposals will be evaluated based on the Proposer's responsiveness to the requirements set forth herein, and the qualifications of the Proposer to meet those requirements. The Price Proposal Form found in Exhibit B shall be completed with the GMP and all line item costs specified and attached in order for the proposal to be considered.
- O. Exceptions & Alternatives: Proposers who take exception to any requirement or portion of this RFP shall state and explain the exception in this section. The Town may accept proposals which take exception or provide an alternative to any requirement contained in this RFP. Any exception or alteration must be clearly defined and cannot materially affect the substance of the RFP.

Optional

Submission of Multiple Proposals: Proposers may submit more than one (1) proposal for this RFP. This is an optional item and Proposers who do not submit multiple proposals will not be weighed differently. Multiple proposals can be contained in the same sealed submission to the Town Engineer however, proposals must be numbered and named separately. Each proposal must contain all required elements described in this RFP in order to be considered.

SCOPE OF WORK

Design/Pre-Construction Phase

1. Review past studies and schematic designs conducted by the Town on the Cromwell DPW/WPCA Facility. The dimensions of the overall site and interior spaces may be adjusted to provide the most efficient and economical system design. Meet with the Town to review and agree upon the proposed layout.

2. Prepare a preliminary plan with layout and dimensions of all spaces and site improvements (utilities, drainage, grading, etc.).
3. Provide final architectural plans, code sheet, egress plan, and structural plans.
4. Complete design shall be provided for concrete footings, foundations, insulation, siding and roofing, gutters, downspouts, windows, doors, overhead doors, floor slab, heating/cooling, ventilation, interior partition walls, doors, hardware (door lock sets shall be supplied by the Town to match our Town wide system), flooring, paint, lighting, and ceilings.
5. Provide site development plans necessary to obtain local approvals (Inland Wetlands Commission, Planning & Zoning). Town staff will make the applications, make the presentations and obtain the approvals.
6. Sealed engineering plans shall be provided for the structural design.
7. Develop a detailed project schedule.
8. A detailed cost estimate shall be provided and must be within the GMP specified in Exhibit B. A review of the estimate shall be conducted with DPW/WPCA Staff to ensure the estimate meets Town approval and available funding. If cost adjustments need to be made the Proposer shall collaboratively work with DPW/WPCA Staff to develop ideas to adjust the project or budget accordingly.
8. An electronic, AutoCAD (.dwg), copy of all proposed and final plans shall be provided.
9. The Proposer shall review with, and obtain approval from, the Building Official and the Fire Marshall for the Egress Plan, as well as, obtain a Building Permit prior to initiating construction and prior to final payment for design services. Local building permit fees will be waived. Proposer shall be responsible for State portion (approx. \$0.04/1,000).

Construction Phase

1. Maintain and update the project schedule as conditions change.
2. Maintain quality control and ensure conformity to construction documents.
3. Coordination with DPW to maintain operation of Transfer Station.
4. Submit all executed trade contract agreements with all subcontractors.
5. The Proposer shall be responsible for supplying all labor and material to construct:
 - a. Site work - Clearing and grubbing, rough and fine grading, bituminous concrete drives and parking areas, site utilities, drainage, loam and seeding, plantings, etc.
 - b. Relocating the existing salt shed at 20 James Martin Drive to this site
 - c. Complete fueling station with canopy
 - d. Concrete footings, foundations, floor slab and compaction
 - e. Insulation-foundation, exterior walls, and interior partition walls

- f. Windows, doors, and overhead doors & motors. (note: Town will supply door lock sets)
 - g. All framing, siding & roofing, including gutters & downspouts.
 - h. Miscellaneous related work as required
 - i. All layout, line and grades
6. The Proposer shall be responsible for the building layout. The Proposer will supervise all excavation operations. The Proposer will supply and place foundation insulation, provide base material compaction, and all layout.
 7. The Proposer will obtain all Building Permits. All fees will be waived except for State Permits. The Town will obtain any required site plan approvals.
 8. The Proposer shall be responsible for providing portable sanitary facilities, any power cables, hoses, pipes etc. for construction services.
 9. The Town will supply lock cylinders. The Proposer shall coordinate hardware and door cuts to accommodate owners lock cylinders.
 10. Provide all necessary on-site Construction Management personnel.

Post Construction and Warranty Phase

1. Coordinate and monitor the proper completion of all “punch list” items as determined by the Town.
2. Resolve all warranty issues to the satisfaction of the Town during the one-year general warranty period and beyond where applicable.
3. Develop and maintain an effective program so all Operating and Maintenance Manuals and other preventative maintenance information are delivered to the Town.
4. Provide complete formal owner training of all added systems.

General Requirements

1. The Town of Cromwell Department of Public Works/WPCA shall be notified at least five (5) days prior to beginning work.
2. A meeting with the Department of Public Works, Highway Fleet Division, WPCA, other Town Staff, and the Proposer shall be held prior to beginning work. This meeting will be arranged by the Department of Public Works/WPCA.
3. Prior to beginning work, the “Call Before You Dig” service shall be notified at 1-800-922-4455 such that any underground utilities in the immediate vicinity of the work can be marked.
4. All planning, design and construction staking and surveying will be the responsibility of the Proposer.
5. Upon completion or termination of the work, the Proposer shall remove from the vicinity of the site all equipment and all temporary structures, waste materials and rubbish resulting from its

operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Town at the expense of the Proposer.

CONTRACT MANAGEMENT

The contract period shall be from the date of execution through to the completion of all the various stages of the construction project and close out as described in the Scope of Work.

Any contract, purchase order, change order or any other request of payment from this RFP will be managed by the Public Works Department/WPCA.

The Proposer will assign one qualified individual, who will be the firm's day-to-day contact person and who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of the project.

EVALUATION & SELECTION PROCESS

The materials submitted by the Proposers will be reviewed and ranked by Town Staff. Evaluation will be based upon the Proposer's qualifications to meet the requirements set forth in this RFP and responsiveness to this RFP. The final cost for these services will be a factor in determining the best qualified Proposer for which the Town will enter contract with.

The process will incorporate without limitation the following criteria:

- Proposer's relevant project experience, including experience and construction of industrial facilities, with a preference to past Public Works/WPCA garage facilities, and completion of similar sized municipal projects.
- Proposer's experience working with government agencies that may have jurisdiction over the project.
- Proposer's past performance information, including but not limited to, adherences to project budgets, schedules, and number and value of change orders for projects.
- Proposer's current work load and staff assignment.
- Background and experience of key personnel to be assigned to this contract.
- References and specific projects that are comparable in size and budget. The Town will contact one or more of the references listed in the Proposer's response to this RFP as part of the selection process.
- Financial strength and stability
- Proposal completeness and compliance with the RFP's requirements
- Proposer's customer service and maintenance capabilities
- Proposed fees and costs will be a determining factor to the final selection process. The Town reserves the right to negotiate fees with the selected Proposer.

Following the review by the Building Committee, a short list of qualified Proposers may be invited to participate in an interview process.

Following this process, a preliminary selection will be made, where Town Staff will recommend to the Town Manager whom they deem to be the best qualified to perform the services outlined in this RFP. The Town will enter into a contract with one firm to conduct the services.

Proposers must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by DPW Staff to satisfactorily meet the requirements set forth in the proposal. Proposers may be shortlisted and asked to be interviewed by the Town to help the Town make its decision.

The Town reserves the right to reject any or all proposals or parts thereof for any reason, negotiate changes to proposal terms, waive inconsistencies with the RFP, and negotiate contracts with the successful Proposal.

The Town shall not be liable for costs incurred in the preparation of the responses to this RFP or in connection with any presentation before Cromwell DPW/WPCA Staff or the Town.

INSURANCE REQUIREMENTS

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Said insurance shall be maintained throughout the period of the Construction Contract and the guarantee period. The TOWN and the ENGINEER shall be named as Additional Insured.

Claims under workmen's compensation, disability benefit and other similar employees benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.

Claims for damages insured by usual personal liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

In addition to the insurance against claims set forth above, the CONTRACTOR shall also purchase and maintain such other types of insurance as may be required by Section II.

The type and limits of liability of the insurance required under this CONTRACT shall be as specified in Section II.

Section I : The CONTRACTOR shall not commence WORK under this Contract until he has obtained all the insurance required under the CONTRACT and such insurance has been approved by the TOWN, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until the insurance required of the SUBCONTRACTOR has been so obtained and approved. Certifications of Insurance acceptable to the TOWN shall be filed with the TOWN with the executed Agreement. These Certificates shall contain a provision that coverage afforded under the

policies will not be cancelled, expired, or any other change made in coverage unless at least thirty (30) days prior WRITTEN NOTICE has been given to the TOWN, as evidenced by return receipt of registered or certified letter. Renewal certificates covering the renewal of all policies expiring during the life of the Contract shall be filed with the TOWN not less than thirty (30) days before the expiration of such policies.

Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operations in which the insurance applies, the expiration date and the notice of cancellation and renewal clauses required by Section I.

Approval of the insurance by the TOWN shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligation under the CONTRACT DOCUMENTS to fully complete the PROJECT.

Section II : The CONTRACTOR shall purchase and maintain the following insurance:

- A. A separate OWNER'S Protective Liability Insurance Policy for and in the name of the TOWN, the ENGINEER at the expense of the CONTRACTOR. This policy shall protect the TOWN, the ENGINEER, and each of their officers, agents, employees, heirs and assigns from all claims for bodily injury, personal injury and property damage arising from the CONTRACTOR'S or his SUBCONTRACTOR'S execution of the WORK.
- B. Comprehensive General Liability Policy including:
 - 1. Premises - Operations Liability.
 - 2. Contractor's Protective Liability.
 - 3. Contractual Liability to cover indemnification and hold-harmless provisions contained in the CONTRACT DOCUMENTS.
 - 4. Products/Completed Operations (for a period of two (2) years after cessation of the WORK under this Contract).
- C. Comprehensive Automotive Liability Policy
 - 1. Owned Vehicles
 - 2. Hired Vehicles.
 - 3. Non-Owned Vehicles.
- D. Excess Liability in "Umbrella" form.
- E. Workmen's Compensation and Disability Benefits.
- F. Employer's Liability.

Property damage insurance under Section II, A and B, shall include coverage for explosion, collapse, and underground property damage.

Comprehensive General Liability Insurance required under paragraph Section II, B, shall include, under Property Damage Liability, property in the care, custody and control of the insured (Broad Form Property Damage Liability).

Insurance policies required under this Article shall not contain a deductible clause.

Property damage insurance under Section II, A and B, shall include coverage for explosion, collapse, and underground property damage.

Comprehensive General Liability Insurance required under Section II, B, shall include, under Property Damage Liability, property in the care, custody and control of the insured (Broad Form Property Damage Liability).

If the Products/Completed Operations insurance is of the "claims made" type, such insurance coverage shall be maintained with the same insurer who furnished the initial policy throughout the full two (2) year period.

During the course of executing of the WORK, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the OWNER shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The CONTRACTOR shall have no claim or claims whatever against the TOWN, the ENGINEER or other parties due to any delays caused thereby, nor shall it extend the CONTRACT TIME.

The CONTRACTOR shall either

- A. Require each of his SUBCONTRACTORS to procure and to maintain during the life of his subcontract, SUBCONTRACTOR'S Comprehensive General Liability Insurance and Comprehensive Automotive Liability Insurance of the type and in the same amounts as specified herein, or
- B. Insure the activities of his SUBCONTRACTORS in his own policy.

The limits of liability for the policies specified herein above shall be as follows:

Bodily Injury and Property Damage Liability

Personal Injury (Including Broad Form Coverage Liability Property Damage Liability)

	Each Occurrence	Aggregate
A	\$1,000,000	\$2,000,000
B	\$1,000,000	\$2,000,000
C	\$1,000,000	\$1,000,000
D*	\$5,000,000	\$5,000,000

*Bodily injury and Property Damage Combined Liability for Coverage A & B.

- E Statutory Workmen's Compensation and Disability Benefits, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's

Compensation Insurance, including occupational disease provisions and disability benefits, shall be provided for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions and disability benefits, for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this Contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. The CONTRACTOR shall also provide proof of compliance with other similar employee benefit acts.

F Employer's Liability limits shall be as follows:

Bodily Injury by Accident		Bodily Injury by Disease	
Each Occurrence	Aggregate	Each Employee	Aggregate
\$100,000	\$1,000,000	\$ 100,000	\$ 500,000

Contractor coverage shall be primary and non-contributory. A waiver of subrogation will apply in favor of the Town of Cromwell.

CONTRACT SECURITY

Simultaneously with his delivery of the executed Agreement, unless otherwise required by the laws of the State of Connecticut, the CONTRACTOR shall furnish the TOWN with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment on the CONTRACTOR to all persons supplying a labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licenses to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice form the TOWN to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the TOWN. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the TOWN.

At the TOWN'S sole option, the CONTRACTOR may deliver to the TOWN in lieu of the bonds required in the above paragraph, cash, a bank book or bank letter of credit in amount of one hundred percent (100%) of the total cost of WORK to be performed to be held by the TOWN in escrow until all bills for labor and materials have been paid and the job satisfactorily completed. The method and documentation of placing any such cash, bank book, or letter of credit in escrow shall be subject to approval of the TOWN'S legal counsel.

The Contract Security shall remain in effect throughout the duration of the WORK and the guarantee period, except as otherwise provided by law, as a guarantee that the CONTRACTOR will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the guarantee period and as a guarantee against any non-payment by the CONTRACTOR for Labor or Materials.

ASSIGNMENTS

Neither the CONTRACTOR nor the TOWN shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the other party.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID.
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID.
4. Neither 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 AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, 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 prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Cromwell or any other person interested in the proposed AGREEMENT.
5. The price(s) 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 in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Cromwell, who 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) _____

(Name of Bidder)

Subscribed and sworn to before me this

_____ day of _____, 20____

Title

My Commission expires _____, 20____

**STATEMENT OF BIDDERS COMPLIANCE WITH EQUAL EMPLOYMENT
OPPORTUNITY LAW AND REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project. IT IS
HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this
project with all applicable laws and regulation regarding equal employment opportunities for
minorities and women, and;

Has ____ has not ____ previously performed work under the conditions of the Governor's Executive
Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non
Discrimination.

Signature

Title

Subscribed and sworn to before me this
_____ day of _____, 2018

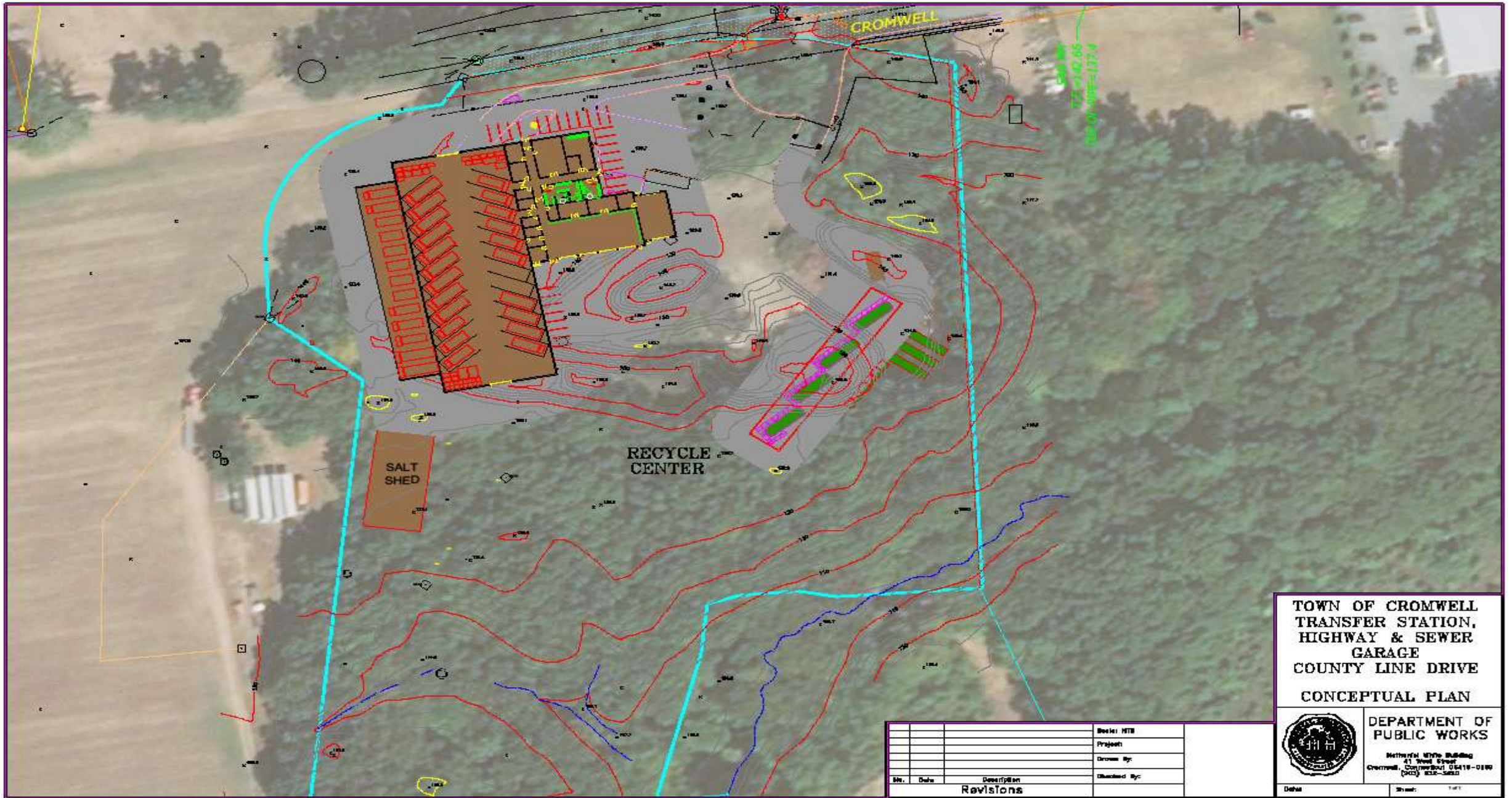
Title

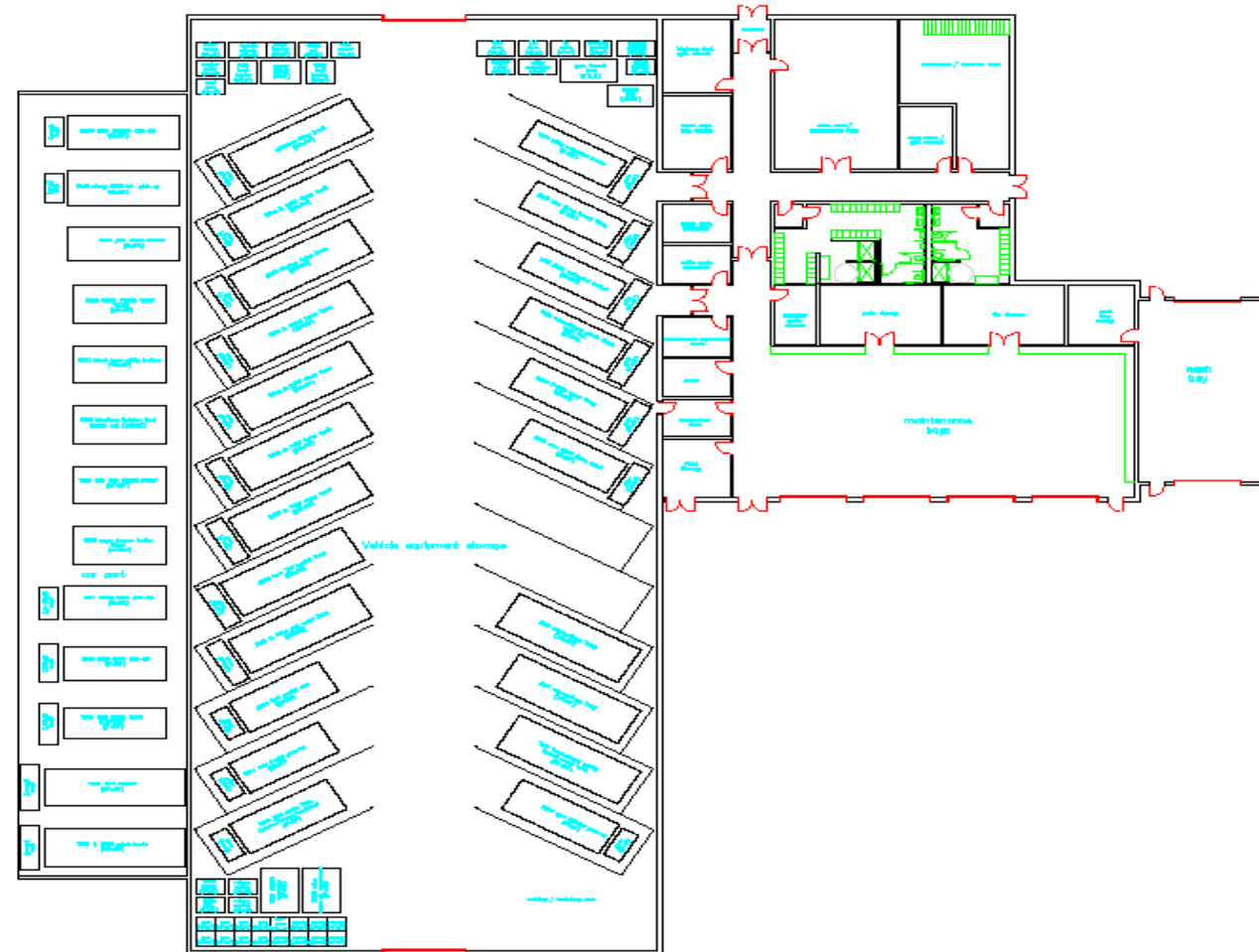
My Commission expires _____, 2018

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID END OF SECTION

EXHIBIT A

Silver Petrucelli & Associates Update Report and Schematic Designs





towns modified preferred scheme

EXHIBIT B

PRICE PROPOSAL FORM

Name of Proposer: _____

Response To: RFP Design –Build Services-Department of Public Works Facility Renovations & Additions

THIS PROPOSAL IS SUBMITTED TO:

Department of Public Works
41 West Street
Cromwell, CT 06416

The undersigned Proposer submits and agrees, if this proposal is accepted, to enter into a contract to deliver the services as specified or indicated for the prices and times indicated in this proposal in accordance with the other terms and conditions of the Request for Proposal Documents.

The Proposer accepts all the terms, conditions and requirements of the Request for Proposal Documents.

GUARANTEED MAXIMUM COST PROPOSAL: Pursuant to the Request for Proposal Documents and Final Agreement, the Guaranteed Maximum Price (“GMP”) shall equal the sum of the design costs, construction costs, and all other fees and reimbursable expenses associated with this project. The proposal submitted shall confirm to the GMP which the Proposer shall adhere to and shall be included in the Final Agreement.

The Town, at its discretion, may negotiate with the Proposer a final GMP after execution of this Price Proposal Form.

Please indicate costs for each line item in the table below. The aggregate of these line items shall be equal to the GMP.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
1.0	Civil Site Work	\$
2.0	Foundation	\$
3.0	Building Envelope	\$
3.1	Roof	\$
3.2	Walls	\$
3.3	Insulation	\$
3.4	Windows	\$
3.5	Exterior Doors	\$
4.0	Carpentry-Interior	\$
4.1	Interior Walls	\$
4.2	Flooring	\$
4.3	Paint	\$
4.4	Hardware	\$
5.0	Electrical/Lighting	\$
6.0	HVAC	\$
7.0	Plumbing	\$
8.0	Fire Protection	\$
9.0	Relocate Salt Shed	\$

GUARANTEED MAXIMUM PRICE \$ _____

This price Proposal Form is submitted by:

Company

Date

Address

Telephone

Authorized Signature