

**TOWN OF KILLINGLY
PERMANENT BUILDING COMMISSION
SPECIAL MEETING
Wednesday, June 8, 2022
7:30 p.m.
Room 102 (In Person)
Killingly Town Hall
172 Main Street
Killingly, CT 06239**

AGENDA

1. Call of the Meeting and Roll Call

2. Citizen Participation

This is an in-person meeting. Public can attend the meeting at the Town Hall. E-mailed public comment will still be accepted and presented at the meeting.

3. Unfinished Business:

a. KMS Renovation with Addition Project

1. Consideration and action on a resolution to approve the Design Development drawings and cost estimate
2. Consideration and action on a resolution to authorize Downes Construction to begin Phase I work.
3. Consideration and action on the award of Phase I moving services to Meyer, Inc.
4. Other as required.

b. Westfield Avenue/Community Center Project

1. Consideration and action on a resolution to authorize staff to obtain proposals from qualified Construction Management At-Risk firms.
2. Other as required.

4. Adjournment

RECEIVED
TOWN CLERK, KILLINGLY, CT
2022 JUN -3 AM 10:15
Elizabeth M. Wilson

AGENDA ITEM COVER SHEET

ITEM 3(a): KILLINGLY MEMORIAL SCHOOL RENOVATION/ADDITION PROJECT

PREPARED BY: Mary Bromm, CD Administrator

ARCHITECT/ENGINEER: **Antinozzi Associates**

CONSTRUCTION MANAGER: Downes Construction

COMMISSIONING SERVICES: Consulting Engineering Services

ITEM SUMMARY:

The Design Development (DD) phase of the project is complete. A State Office of School Construction Grants meeting and approval is required prior to moving to the Construction Document phase. The Board of Education and Permanent Building Commission must approve the DD documents and associated cost estimate with each Chairman signing a statement prior to the State meeting. The meeting with the State is scheduled for Wednesday, June 15, 2022.

The Architect and Construction Manager will make a presentation at the Board of Education meeting on Wednesday, June 8th at 7:00 PM in the Town Meeting Room, reviewing the documents and cost estimate and answering BOE questions. The PBC meeting will begin at 7:30 PM for members to attend the BOE meeting to listen to the presentation. PBC questions will be answered during your 7:30 pm meeting. The reconciled cost estimate will be available at the meeting.

The Town contacted the three (3) State bid listed moving firms for Phase I moving services. A walk-through was held and one (1) firm attended. We received one (1) bid. A firm needs to be hired to facilitate moving as soon as school is out.

ACTION REQUESTED AT THE JUNE 8, 2022 MEETING:

Receive the DD presentation (at the BOE meeting) and, if appropriate, approve the Design Development documents and cost estimate.

Review bid and authorize the hire of Meyer, Inc. for Phase I moving services.

SUPPORTING DOCUMENTS:

- Moving bid from Meyer, Inc.

Mary Bromm

To: weaver.electric@snet.net; Kyle Z; earsjr@gmail.com; Dan Toth Gmail;
areynoldselectric@gmail.com; Kevin Kerttula
Cc: Mary Calorio; Mike Vassar; Robert Angeli; Michael Losasso; Jeff Anderson; David Ferris;
Dominic Madigan
Subject: pbc meeting

Good Afternoon

I understand that there has been confusion regarding the May 23rd PBC meeting cancelation due to the expedited timeline for the KMS project. The meeting scheduled for May 23rd was to review the Design Development documents and the associated cost estimate in preparation for the State meeting. The internal process for developing the cost estimate is Antinozzi (or their consultant estimator) and Downes both complete cost estimates based on the same set of drawings and then they meet to reconcile the two estimates – developing the cost estimate presented to the Commission and the State. With costs continuing to rise due to today's environment, it was decided by both the architect and construction manager that the final cost estimate would benefit from the Phase I bids, now due on June 2nd.

The meeting with the State Office of School Construction Grants to review the Design Development Phase of the KMS project has been rescheduled for Wednesday, June 15th. This means that the Board of Education and the Permanent Building Commission must meet to review the documents and cost estimate. Both groups must vote to approve the documents and estimate and the Chair of each group must sign a statement for submission to the State as part of the full review package.

Due to the timing, your June 1st meeting will be cancelled and rescheduled for Wednesday, June 8th at 7:30 pm in Room 102 of the Town Hall. At 7:00 pm in the Town Meeting Room, the presentation of the documents and cost estimate will occur during the Board of Education meeting. Board of Education members will be able to ask their questions and approve the document. When the PBC meeting is called to order at 7:30 pm, the PBC members will be able to ask your questions and formally discuss the plans and the estimate, and hopefully approve the package. Other actions during the meeting will be to review and approve the moving bid for Phase I work and to review and acknowledge the Phase I bids for the construction manager. I anticipate having the RFP for Construction Management Services for the Westfield Avenue project ready for approval as well.

Thank you for your continued cooperation. Meetings should be more regular in the near future and I sincerely appreciate your flexibility and time commitment.

Do not hesitate to contact me if you have any questions.

Mary B.



Quote # 53584

May 19, 2022

Mary Bromm
Town Of Killingly
172 Main Street
Killingly, CT 06239

Dear Mary,

Thank you for the opportunity to submit a proposal for your upcoming project. Here at Meyer, it is our mission to provide you with an unmatched experience. We are committed to bringing our knowledge and expertise to the project outlined below.

The estimated cost to complete this project is \$42,831.50.

Please sign the attached quote so we may schedule your work. The project will be subject to the attached Standard Terms.

Should you have any questions concerning this proposal please contact: (860) 993-2372 - Cell

Sincerely,

Matt Siracusa

New Business Account Manager
(860) 993-2372 - Cell
msiracusa@meyerinc.com

Statement of Work and Pricing for Services

Killingly Memorial School Move - State Project No. 069-0069RNV

Per Bid Scope:

PROJECT OVERVIEW & SCOPE OF SERVICES

Killingly Memorial School; located at 339 Main Street in the borough of Danielson, Connecticut, is an elementary school housing approximately 556 Killingly students 2nd through 4th grades. Originally constructed in 1952 with the subsequent addition of modular classrooms in 1973 and 2002, Killingly Memorial School has received a grant commitment from the State of Connecticut for the renovation of and addition to its existing facility.

Construction activities are scheduled to commence on site in June 2022 after faculty and students depart for summer vacation. Prior to the commencement of construction, the Town of Killingly will vacate existing classrooms and offices in areas forecasted to be under construction during the project's first phase of Construction. The contents of some existing spaces will be relocated within the existing school. The contents of other existing spaces will be relocated to another Town of Killingly owned property at 79 Westfield Avenue located on an adjacent parcel of land immediately north of Killingly Memorial School.

The majority of spaces that will be relocated prior to the first phase of construction are located on a single floor level. There are three (3) existing classrooms on a lower level that will also require relocation. Modular classrooms at the west side of the school will also be entirely vacated anticipating its demolition. The Killingly Memorial School has two internal level changes that are served by steps and platform lifts. The modular classroom is accessed by stairs and a ramped interior corridor. The 4th grade program, and supporting student services, will be temporarily relocated to the Town owned facility at 79 Westfield Avenue. A paved drive connects Killingly Memorial School to 79 Westfield Avenue.

Prior to the schedule date of move, the Vendor will provide boxes, labels and associated packing materials for school faculty and staff to store loose items for relocation from the existing space to its designated temporary location.

Any additional hours will be billed per the state contracted rates.

Moving Services

Move to 79 Westfield	Rate	QTY	Hours	Subtotal
DRIVER & STRAIGHT TRUCK	\$79.00	2	30	\$4,740.00
FURNITURE INSTALLER -LEVEL 1	\$50.00	1	30	\$1,500.00
PROJECT MANAGER	\$70.00	1	30	\$2,100.00
MOVER	\$38.00	12	30	\$13,680.00
Commercial Bin 48x24x28	\$20.00	50	1	\$1,000.00
SHRINKWRAP	\$24.00	2	1	\$48.00
Passanger Van	\$80.00	1	3	\$240.00

Subtotal **\$23,308.00**

Internal Move	Rate	QTY	Hours	Subtotal
DRIVER & STRAIGHT TRUCK	\$79.00	1	20	\$1,580.00
FURNITURE INSTALLER -LEVEL 1	\$50.00	1	20	\$1,000.00
PROJECT MANAGER	\$70.00	1	20	\$1,400.00
MOVER	\$38.00	10	20	\$7,600.00
SHRINKWRAP	\$24.00	2	1	\$48.00
Passanger Van	\$80.00	1	2	\$160.00

Subtotal **\$11,788.00**

Material	Rate	QTY	Subtotal
2.3 - TOTE - WHITE POP UP	\$4.10	1100	\$4,510.00
Commercial Bin 48x24x28	\$20.00	80	\$1,600.00
PACKING TAPE ROLL	\$1.75	50	\$87.50
NEWS PRINT/PACK PAPER BUNDLE	\$27.00	6	\$162.00
COMMERCIAL MOVING LABELS SHEET 500 (2) Colors	\$12.00	8	\$96.00
MATERIAL DELIVERY/PICK-UP	\$280.00	1	\$280.00
Mileage & Fuel Daily	\$200.00	5	\$1,000.00

Subtotal **\$7,735.50**

Grand Total: \$42,831.50

Payment terms and credit limits are subject to credit approval.

Acceptance – Signature Required For William B. Meyer, Inc. to Perform Services

Signature acknowledges acceptance of this Statement of Work and the attached Standard Terms. A signature transmitted by facsimile or electronic mail in pdf or other electronic format, shall be deemed an original signature for the purpose of this Agreement.

Client's Name

Title

Antinozzi Associates

Company Name

Signature

Date

Record of Site Visit

Page 1 of 2

Project: Killingly Memorial School Addition & Renovation Phase 1 Moving Services	Meeting Date: 18 May 2022
Job No.: 069-0069 RNV	Meeting Time: 4:00 PM
Author: Michael Losasso	Location: Killingly Memorial School 339 Main Street Danielson, CT 06239
E-mail: mlosasso@antinozzi.com	
Present: Mary Bromm, Building Committee Liaison Michael Vassar, Facilities Director Michael LoSasso, Architect Matt Siracusa, New Business Account Manager	Town of Killingly Killingly Public Schools Antinozzi Associates, PC Meyer

Discussion

Item	Description	Responsibility
G.01	A tour of spaces that will be relocated during Phase 1 Moves for the Killingly Memorial School Renovation and Addition project was conducted at the project site on the date and time indicated above. The connecting exterior drive, and spaces at 79 Westfield Avenue that will receive portions of the relocated items was also reviewed.	
1.01	<i>Question:</i> Will plaques, banners and historic photographs? <i>Answer:</i> No, the District will remove and store significant school artifacts.	
1.02	<i>Question:</i> Will Moving Vendor be responsible for relocation IT equipment. <i>Answer:</i> No, IT equipment will be relocated by District personnel.	
1.03	<i>Question:</i> Will interactive displays be relocated? <i>Answer:</i> No, Interactive displays will be relocated by District personnel.	
1.04	<i>Question:</i> Will the Moving Vendor remove existing wall mounted television sets from classrooms? <i>Answer:</i> Not at this time. The District may consider future removal of televisions under a separate bid.	
1.05	<i>Question:</i> Will there be other, non-summer moves? <i>Answer:</i> The current Phase 1 move being bid is the first of several future moves, some of which may occur during a mid-school year break. Future moves will be described in detail by future move bid packages.	

271 Fairfield Avenue
Bridgeport, CT 06604
Tel: 203.377.1300 Fax: 203.378.3002



ANTINOZZI ASSOCIATES
ARCHITECTURE & INTERIORS

Record of Site Visit

Page 2 of 2

1.06	<p><i>Question:</i> Will the Moving Vendor be responsible for room set-up?</p> <p><i>Answer:</i> To facilitate room cleaning activities by District personnel, the Moving Vendor should anticipate relocating items without setup.</p>	
1.07	<p><i>Question:</i> Will the Moving Vendor be required to retrieve empty containers after the move?</p> <p><i>Answer:</i> The District will retain and store empty moving containers for future use.</p>	
1.08	<p><i>Question:</i> Will filing cabinets be relocated? If so, all but the lower two drawers need to be emptied to avoid impacting the cabinet drawer's function after the move.</p> <p><i>Answer:</i> Yes, designated filing cabinets will be relocated. The District will empty all but the lower two draws prior to the move.</p>	
1.09	<p><i>Question:</i> Will the Moving Vendor supply white wrapping paper for glassware and other similar items?</p> <p><i>Answer:</i> Yes, please provide white wrapping paper for glassware.</p>	
1.10	<p><i>Comment:</i> Use of existing platform lifts serving level changes at floor transitions in Killingly Memorial School is not permitted.</p>	
1.11	<p><i>Comment:</i> Meyer recommended that the District supplement room numbering with printed cards identifying rooms scheduled to receive relocated items. Applying the room designations on a wall adjacent a door will aid in clarifying the destination for the movers.</p>	

Respectfully submitted,

ANTINOZZI ASSOCIATES, P.C.

Michael LoSasso, AIA, LEED|AP BD+C

XC: File, M. Calorio, R. Angeli, T. Chahanovich, D. Ferris

271 Fairfield Avenue
Bridgeport, CT 06604
Tel: 203.377.1300 Fax: 203.378.3002



ANTINOZZI ASSOCIATES
ARCHITECTURE & INTERIORS

S:\21025 (Town of Killingly - Killingly Memorial School) 30 DD\5RD\2022-04-14_Move Management\To.docx

Standard Terms

The following Standard Terms cover the services as set forth in the above proposal and any future services that William B. Meyer may perform on the customer's (the "Customer") behalf, including but not limited to the loading, transportation, unloading and storage of those items, goods or property ("Property") identified by the Customer.

Section 1: The Services

1. The services (the "Services") performed by William B. Meyer, Inc. ("WBM") will be performed according to the specifications agreed to by the parties ("Specifications") and in accordance with standard industry practices.
2. Any alterations or deviations from Specifications, including but not limited to extra labor, equipment, or additional time, will be agreed to by both parties in writing and may result in an adjustment to pricing and/or additional charges. Any such additional fees or charges will be due and payable in accordance with the terms hereof.
3. At the time of the move, if the Customer requests any additional Services to be performed, charges for such Services will be assessed at WBM's applicable rate schedule in effect at the time.
4. The Customer shall ensure the following conditions are met by Customer at both origin(s) and destination(s) for the entire duration of the Services:
 - a. There must be adequate light, heat, air and power.
 - b. WBM must have the exclusive and uninterrupted use of the primary freight elevator.
 - c. Adequate loading and unloading areas must be made available and free of trash, construction equipment, other non-related furniture or other items/materials that would obstruct loading or unloading.
 - d. Construction, renovation, or decorating work must not be in such a state as to impede the move. This includes, but is not limited to carpet laying, tiling, painting, and carpentry work, etc.
 - e. Entrance and exit points to be used for loading and unloading, as agreed upon prior to execution of the contract, must be available.
5. All Property shall be placed once at the destination(s) as directed by the Customer or in accordance with the floor plans.
6. The Customer or their designate will be present at origin and destination during the actual move. Such personnel shall be authorized to make changes, should changes be necessary, during the actual move.

Section 2: Term and Termination

1. This Agreement shall commence on the date signed by both parties, and shall terminate when the Services are completed, as determined by WBM.
2. In the event of termination of this Agreement by the Customer for any reason, the full amount due hereunder shall be paid to WBM, unless the parties have mutually agreed otherwise in writing.
3. Any changes to the Services must be agreed to by the parties at least 24 hours prior to the move. Should a crew be dispatched due to the lack of notice by the Customer, the Customer will be charged all Fees set forth herein.

Section 3: Fees and Payment Terms

1. The fees and/or charges for the Services (collectively the "Fees") are set forth above, or on a separate statement of work ("SOW") agreed to by the parties. The Fees are exclusive of taxes which will be itemized on the applicable invoice.
2. The Fees set forth on the cover page or any applicable SOW only apply to the quantities and/or Services stated. WBM shall invoice for additional billings as set forth above, and for delays that are not caused by WBM.
3. All Fees shall be paid upon receipt of invoice, unless otherwise agreed by the parties. Accounts outstanding for more than 30 days will bear interest at the rate of 1 ½ percent per month (18% APR) on the unpaid balance. The Customer agrees to pay all costs and expenses of collection, including attorneys' fees.

Section 4: Insurance and Liability and Property Valuation

a. Storage Services

1. WBM carries liability insurance coverage for all Property stored by WBM, provided the damage occurred while the

Property was under WBM's complete and total control. As a bailee, WBM exercises that degree of care which a reasonable careful person would exercise in regard to similar goods of his own. Accordingly, we assume no liability whatsoever for the loss or destruction or any damage to goods or property occasioned by fire, theft, water, leakage, shrinkage, breakage, ratage, vermin, heat, cold, frost, chance of weather, or from inherent qualities of the goods from strikes, work stoppages, riot, civil commotion, accident, acts of God, or any other cause whatsoever, unless due to WBM's negligence. WBM assumes no liability for any concealed item, unless caused and accompanied by external damage caused by WBM.

2. Claims for damage occurring to stored Property will not be valid unless:
 - a. Noted in writing on the delivery ticket at time of delivery out of storage.
 - b. Payment in full for the Services has been made by the Customer according to the terms of the proposal.
3. WBM reserves the right of first refusal to make all repairs to damaged Property.
4. WBM shall have a general warehouseman's lien, as set forth in the Uniform Commercial Code as adopted by the Connecticut General Statutes, upon any and all stored Property for Fees or other amounts not paid hereunder by the Customer.

b. Transit Services

1. WBM carries liability insurance coverage for all Property handled by us while performing a move and while under our complete and total control. WBM assumes no liability for articles packed or unpacked by anyone other than WBM. WBM assumes no liability for any concealed item, unless caused and accompanied by external damage caused by WBM. Property of value (i.e. electronic equipment, artwork, high-value furniture, etc.) exceeding \$1,000 per piece must be declared prior to being moved or it liability therefore is disclaimed.
2. Claims will not be valid unless:
 - a. Presented in writing within five (5) working days after completion of the Services.
 - b. Payment in full for the Services has been made by the Customer according to the terms of the proposal.
3. WBM reserves the right of first refusal to make all repairs for any damage that may occur in connection with the performance of Services.

c. **LIMITATIONS OF LIABILITY.** WBM'S LIABILITY IS LIMITED TO THE SUM OF \$.60 PER POUND PER ITEM ("PROPERTY VALUATION"). EXCEPT AS EXPRESSLY CONTAINED HEREIN TO THE FULLEST EXTENT PERMITTED BY LAW, WBM MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES. WBM DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE. WBM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES PERFORMED BY WBM. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WBM'S MAXIMUM CUMULATIVE LIABILITY IN CONNECTION WITH ANY SERVICES PERFORMED BY WBM AND THE EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE PROPERTY VALUATION. CLIENT SHALL CAUSE ITS INSURERS OF PROPERTY TO WAIVE ANY RIGHT OF SUBROGATION AGAINST WBM.

Section 5: Miscellaneous: This Agreement constitutes the complete and exclusive statement of the agreement between the parties concerning the subject matter hereof and supersedes terms and conditions found in any other documents including click-wrap agreements or POs. The terms of any provision required to give effect thereto shall survive the expiration or termination of this Agreement. A waiver by either party of any breach of this Agreement shall not be considered a waiver of any subsequent or other breach. Customer may not assign this Agreement. This Agreement shall be governed by the laws of the State of Connecticut and jurisdiction shall be exclusively in the courts of the State of Connecticut.



TOWN OF KILLINGLY

COMMUNITY DEVELOPMENT OFFICE

172 Main Street, Killingly, CT 06239
Tel: 860 779-5360 Fax: 860 779-5394

INVITATION TO SUBMIT PROPOSAL – MOVING SERVICES

The Town of Killingly ("Owner") is seeking proposals from pre-qualified CT State Bid List Contractors ("Vendor") for professional moving services associated with, and prior to, the first phase of construction for the State Project No. 069-0069 RNV Killingly Memorial School.

All State Contract #14PSX0161 terms and conditions apply.

Please submit proposal by May – 2022 addressed to:

Town of Killingly
Killingly Town Hall
172 Main Street
Killingly, Connecticut 06239
Attention: Ms. Mary Bromm

A non-mandatory site visit is scheduled for **May 18, 2022** beginning at **4:00 PM**. The tour will begin at Killingly Memorial School at 339 Main Street, Danielson, CT and transfer to 79 Westfield Avenue. Respondents are strongly encouraged to attend the site visit.

Questions pertaining to this Request for Proposal must be communicated in writing and submitted by email to Michael LoSasso, AIA at mlosasso@antinozzi.com. Include reference to the State Project No. 069-0069RNV and Killingly Memorial School Move. Responses will be distributed to State Bid List Vendors qualified to provide these services under the above referenced State Contract.

In accordance with guidance provided by the Office of School Construction Grants and Review, the Town of Killingly requests that Vendors that do not intend to submit a proposal respond in writing and briefly cite the reason(s) for not submitting a proposal.

PROJECT OVERVIEW & SCOPE OF SERVICES

Killingly Memorial School; located at 339 Main Street in the borough of Danielson, Connecticut, is an elementary school housing approximately 556 Killingly students 2nd through 4th grades. Originally constructed in 1952 with the subsequent addition of modular classrooms in 1973 and 2002, Killingly Memorial School has received a grant commitment from the State of Connecticut for the renovation of and addition to its existing facility.

Construction activities are scheduled to commence on site in June 2022 after faculty and students depart for summer vacation. Prior to the commencement of construction, the Town of Killingly will vacate existing classrooms and offices in areas forecasted to be under construction during the project's first phase of Construction. The contents of some existing spaces will be relocated within the existing school. The contents of other existing spaces will be relocated to another Town of Killingly owned property at 79 Westfield Avenue located on an adjacent parcel of land immediately north of Killingly Memorial School.

Visit us at: www.Killinglyct.gov

This institution is an equal opportunity provider and employer.

The majority of spaces that will be relocated prior to the first phase of construction are located on a single floor level. There are three (3) existing classrooms on a lower level that will also require relocation. Modular classrooms at the west side of the school will also be entirely vacated anticipating its demolition. The Killingly Memorial School has two internal level changes that are served by steps and platform lifts. The modular classroom is accessed by stairs and a ramped interior corridor. The 4th grade program, and supporting student services, will be temporarily relocated to the Town owned facility at 79 Westfield Avenue. A paved drive connects Killingly Memorial School to 79 Westfield Avenue.

Prior to the schedule date of move, the Vendor will provide boxes, labels and associated packing materials for school faculty and staff to store loose items for relocation from the existing space to its designated temporary location.

REQUEST FOR PROPOSAL AND SERVICES TIMELINE

Request for Proposal Issue Date	May 13, 2022
Scheduled Site Visit	May 18, 2022 at 4:00 PM
Deadline for Questions	May 19, 2022
Proposal Submission Deadline	May 20, 2022
Owner Selection and Award	May 23, 2022
Delivery of Moving Materials	May 27, 2022
School Dismissal	June 14, 2022
Period for Scheduled Moves	June 15 to June 21, 2022

INSURANCE REQUIREMENTS

All Vendors are required to provide proof of minimum required insurance coverage before entering the premises or commencing work on Town of Killingly properties. Vendors must acquire at their expense insurance 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 Town of Killingly.

The Town of Killingly also requires that they be named as an additional insured on the awarded Vendor's general liability policy(ies). Where these forms require a description of locations or projects, enter "Killingly Memorial School and 79 Westfield Avenue".

COMMUNICATION AND AUTHORIZATION

Killingly Public Schools has designated Michael Vassar, Director of Facilities mvassar@killinglyschools.org to act as their representative and single point of contact for the Vendor during the move.

COORDINATION IN OCCUPIED BUILDINGS

Though the move within Killingly Public School is scheduled to occur after students are dismissed for summer vacation, the school, and 79 Westfield Avenue will continue to be occupied by employees of the Killingly Public Schools and Town of Killingly staff. Vendor access to these facilities shall be coordinated with the designated Killingly Public School's point of contact and limited to those areas and associated routes designated for the move. The Vendor shall take all necessary precautions to protect, avoid interruptions, or hinder access of building occupants of both facilities.

PROTECTION OF PROPERTY

The Vendor will ensure that School property is properly prepared and protected for safe moving. The Vendor will take care to ensure that, along the routes and within designated areas of the move, interior and exterior building finishes, doors and frames, ceilings, stairways and windows must retain their appearance and function prior to the move.

The Vendor must utilize proper equipment and vehicles for transport. The Vendor assumes all responsibility for damaged or lost property attributed to the Vendor's negligence for the improper handling or transport of equipment. The Vendor further agrees to resolve, through replacement, repair or reimbursement, and such issues that occur during the move within thirty (30) days after the move.

PROJECT SAFETY

The Vendor will execute the move in a safe manner, adhering to OSHA guidelines utilizing techniques and equipment in order to ensure the safety of building occupants. The Vendor will utilize temporary barriers and directional signage to redirect pedestrian traffic away from areas where large items are being moved. The designated Killingly Public Schools representative will coordinate such temporary measures provided by the Vendor.

At no time during the move will the Vendor block fire lanes, or required emergency exits and pathways from the building to the public way. The Vendor shall maintain unhindered access and travel paths to and within stairways and egress routes.

Vendor vehicles are prohibited from parking on sidewalks and landscaped areas not intended for vehicular access.

CONTROLLED SUBSTANCES, TOBACCO AND NICOTINE CONTAINING PRODUCTS

The Town of Killingly maintains a zero-tolerance policy regarding the possession or use of controlled substances on Town properties. The Vendor agrees that, in the execution of this agreement, neither the Vendor, nor any employee of the Vendor's shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substances while executing work under this agreement and on Town properties.

The Town of Killingly further prohibits the use of tobacco and nicotine containing substances on Town properties such as Killingly Memorial School and 79 Westfield Avenue. Vendor employees found in possession of or using controlled or tobacco or nicotine containing products will be dismissed from the premises and not permitted to return.

SEXUAL HARASSMENT

Federal law and the policies of the Town of Killingly prohibit sexual harassment of Town employees and students. Sexual harassment includes any unwelcome sexual advance toward an individual, and any verbal or physical conduct of a sexual nature that is sufficiently severe or pervasive as to create a hostile or offensive environment for Town employees or students. The employer of any person whom the Town, in its judgement, determines has committed an act of sexual harassment agrees as a term and condition of this Agreement to cause such person to be removed from the project site and from Town premises and to take such other action as may be necessary to cause the sexual harassment to cease.

Visit us at: www.Killinglyvt.gov

This institution is an equal opportunity provider and employer.

EQUAL OPPORTUNITY

The Town of Killingly is an equal opportunity employer. The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. – 01.4.41 Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the US Secretary of Labor.

ATTACHMENTS

Attachment A – Sample Purchase Order, Town of Killingly

Attachment B – Phase I Move Matrix

Attachment C – Location Plan Killingly Memorial School

Attachment D – Killingly Memorial School Lower and Main Floor Plans

Attachment E – 79 Westfield Avenue First Floor Plan

Visit us at: www.Killinglyct.gov

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ATTACHMENT A



TOWN OF KILLINGLY

Finance Department
172 Main Street, Killingly, CT 06239
Tel: 860-779-5339 Fax: 860-779-5363
Email: finance@killinglyct.gov

TO INSURE PAYMENT FOR MATERIALS ORDERED AND SERVICE RENDERED;
ALL INVOICES MUST BE SENT TO THE ABOVE ADDRESS.

PURCHASE ORDER

No.

Date

THIS ORDER NUMBER MUST
APPEAR ON YOUR INVOICE
AND PACKING SLIPS.

VENDOR:

DELIVER TO:

PURCHASES MADE BY THE TOWN OF KILLINGLY ARE EXEMPT FROM PAYMENT OF THE SALES
AND USE TAX OF THE STATE OF CONNECTICUT BY VIRTUE OF STATE STATUTES 12-412A.

Work shall be performed in accordance with the Contract Documents for State Project No. 069-0069RNV. State
Contract terms and conditions also apply.

QTY	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	AMOUNT
			TOTAL	

REQUESTED BY:

AUTHORIZED BY:

DEPARTMENT

FINANCE

TOWN MANAGER

ATTACHMENT B

Killingly Memorial School - Renovation & Expansion
 State Project No. 069-0069 RNV
 May 13, 2022

Phase 1 Room Moving Matrix

	KMS Room No.	KMS Room Description	Phased Move Destination	Remarks
			1 6/15/2022 -- 6/20/2022	KMS = Killingly Memorial School WFA = Westfield Avenue Site
Lower Level	100	4th Grade Classroom	Room 159 (WFA)	
	101	4th Grade Classroom	Room 162 (WFA)	
	102	4th Grade Classroom	Room 163 (WFA)	
	103	Storage		
	104	Janitor		
	105	Boiler Room		
	107	Custodian		
	108	Storage		
	111	Water		
	112	Electrical		
	113	Transformer Vault		
Entry Level	164	Storage		
	165	Storage		
	166	Storage		
	167	Storage		
	168	Storage		
	170	Storage		
	173	Stage		
	174	Storage		
	175	Gym-Auditorium		
	176	Storage		
	182	Conference A		
	183	Staff Workroom		
	184	Mail		
	188	Nurse		
	188A	Storage		
	188B	Exam		
	188D	Nurse's Office		
	189	Main Office	Office (WFA)	Move one of two secretaries
	189A	Copy Room		
	189B	Principal's Office		
	189C	Safe Storage		
	189D	Assist. Principal's Office	Office (WFA)	
	192	Receiving		
	193	Kitchen		
	194	Cafeteria		
	194A	Storage		
	195	Storage		
	196	Copy		
	198	Music	Room 175 (KMS)	
	198A	Music Storage	Room 175 (KMS)	
	199	2nd Grade Classroom		

Killingly Memorial School - Renovation & Expansion
State Project No. 069-0069 RNV
May 13, 2022

Phase 1 Room Moving Matrix

		Phased Move Destination		Remarks
KMS Room No.		1 6/15/2022 – 6/20/2022		KMS = Killingly Memorial School WFA = Westfield Avenue Site
Middle Level	200	2nd Grade Classroom		
	200A	Wardrobe		
	201	3rd Grade Classroom		
	202	2nd Grade Classroom (Accessible)		
	203	3rd Grade Classroom		
	204	2nd Grade Classroom		
	204A	Wardrobe		
	205	3rd Grade Classroom		
	206	2nd Grade Classroom		
	207	3rd Grade Classroom		
	208	2nd Grade Classroom		
	209	2nd Grade Classroom		
	210	2nd Grade Classroom		
	211	OT/PT		
	212	Art	Room 168 (WFA)	Partial move of art supplies
	212A	Storage		
	213	Computer Lab (delete comp lab)		Delete computer lab
	213A	Storage		
	214	Library		
	214A	Storage		
	216	Storage		
	221	Storage		
Entry Level	300	4th Grade Classroom (Accessible)	Room 167 (WFA)	
	301	4th Grade Classroom	Room 170 (WFA)	
	302	4th Grade Classroom	Room 164 (WFA)	
	303	4th Grade Classroom	Room 166 (WFA)	
	304	4th Grade Classroom	Room 172 (WFA)	
	305	3rd Grade Classroom		
	306	3rd Grade Classroom		
	307	3rd Grade Classroom (Accessible)	Room 302 (KMS)	
	308	3rd Grade Classroom	Room 303 (KMS)	
	309	3rd Grade Classroom	Room 304 (KMS)	
	310	Speech Office	155 WFA	
	310A	Speech Office	155WFA	
	310B	PE Office	Room 173 (KMS)	
	311	Special Education / Resource	157 (WFA)	
	312	Special Education / Resource	Room 198 (KMS)	
	313	Self-Contained Small Classroom	Room 198 (KMS)	
	314	School Counselor	Office (WFA)	Speech / OP-TP
	315	Special Education / Resource	Room 189D (KMS)	
	316	Special Education / Resource	Room 157 (WFA)	
	317	Special Education / Resource	Room 189D (KMS)	
	324	I.T. Room		

Killingly Memorial School - Renovation & Expansion
State Project No. 069-0069 RNV
May 13, 2022

Phase 1 Room Moving Matrix

	KMS Room No.	KMS Room Description	Phased Move Destination	Remarks
			1 6/15/2022 – 6/20/2022	KMS = Killingly Memorial School WFA = Westfield Avenue Site
2002 Modular Classrooms	(M) 400	Math Intervention	Room 213 (KMS)	
	(M) 400A	Storage	Room 213 (KMS)	
	(M) 401	Science (Elem. Applications Lab)	Room 170 (KMS)	
	(M) 401A	Storage	Room 170 (KMS)	
	(M) 402	Tier 3 Classroom	Room 300 (KMS)	
	(M) 402A	Storage	Room 300 (KMS)	
	(M) 403	Reading Intervention	Room 214 (KMS)	
	(M) 403A	Storage	Room 214 (KMS)	
	(M) 404	Tier 3 Classroom	Room 301 (KMS)	
	(M) 404A	Storage	Room 301 (KMS)	
	(M) 405	Reading Intervention	Room 214 (KMS)	
	(M) 405A	Storage	Room 214 (KMS)	
	(M) 406	Boys	x	Removed with Modular, not replaced
	(M) 407	Girls	x	Removed with Modular, not replaced
	(M) 408	Custodian	x	Removed with Modular, not replaced
	(M) 409	Electrical	x	Removed with Modular, not replaced

WESTFIELD AVENUE

ATTACHMENT C

79 WESTFIELD AVENUE

MECHANICS STREET

MAIN STREET (ROUTE 12)

ACCESS DRIVE

EAST
MODULAR
CLASSROOM

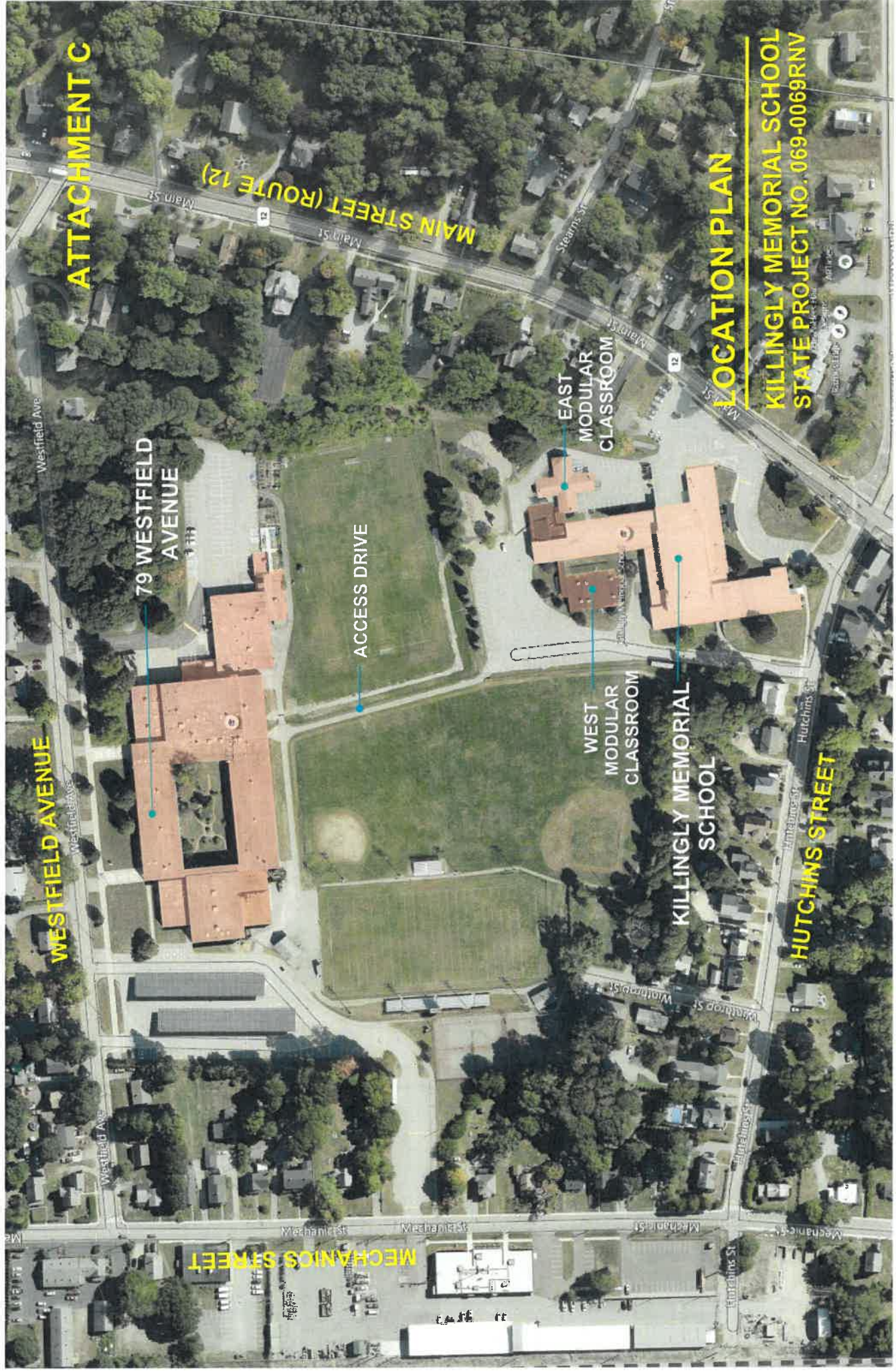
WEST
MODULAR
CLASSROOM

KILLINGLY MEMORIAL
SCHOOL

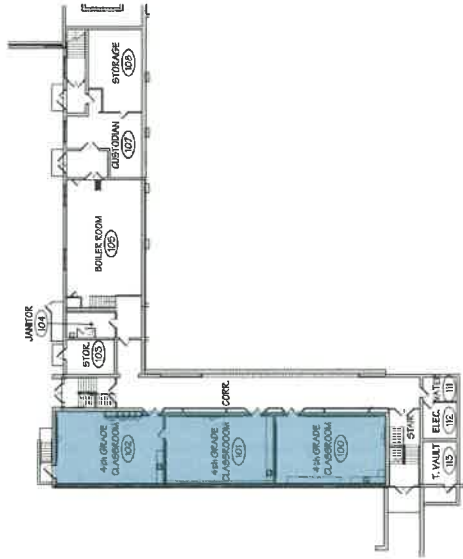
LOCATION PLAN

KILLINGLY MEMORIAL SCHOOL
STATE PROJECT NO. 069-0069RNV

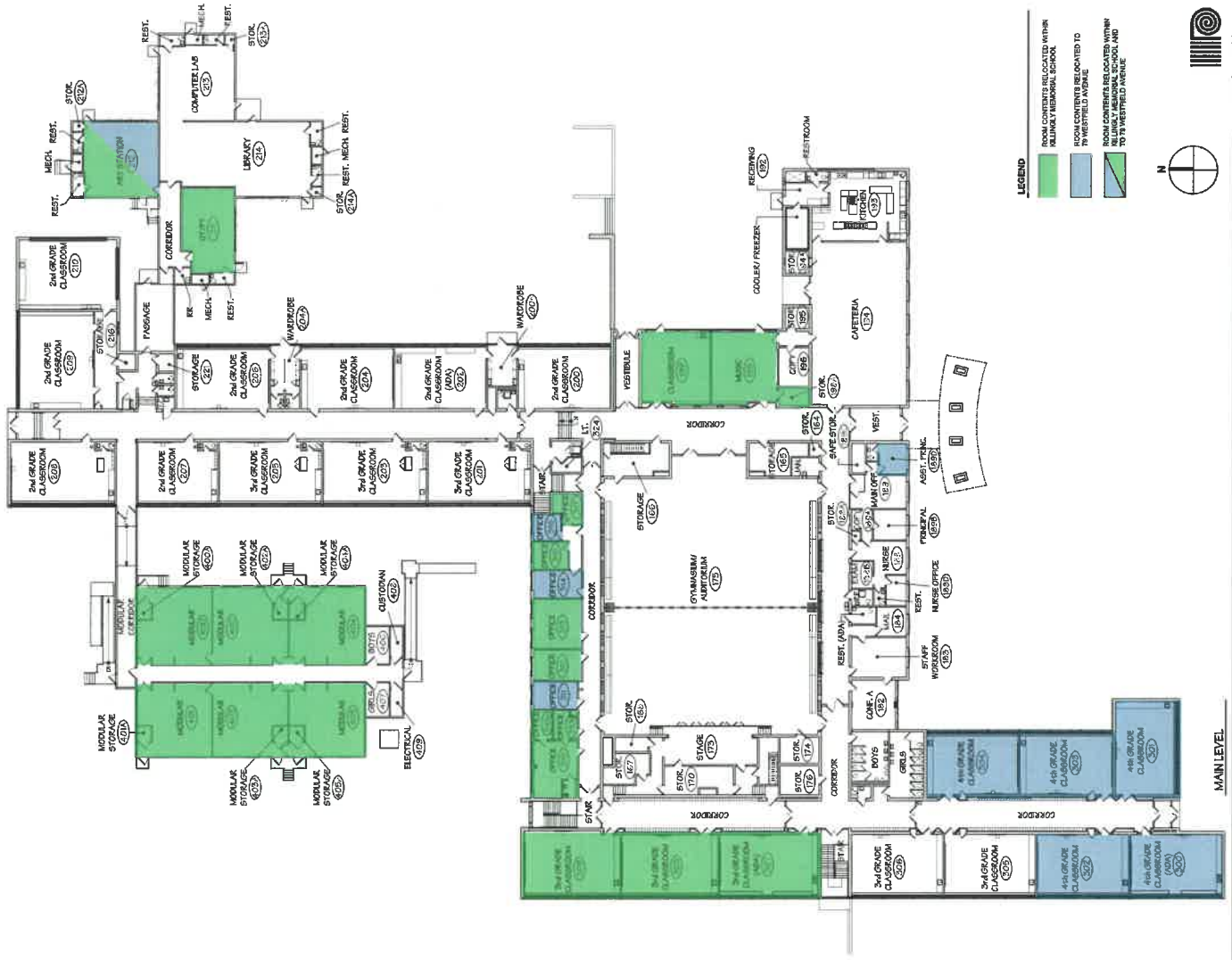
HUTCHINS STREET



ATTACHMENT D



LOWER LEVEL PLAN

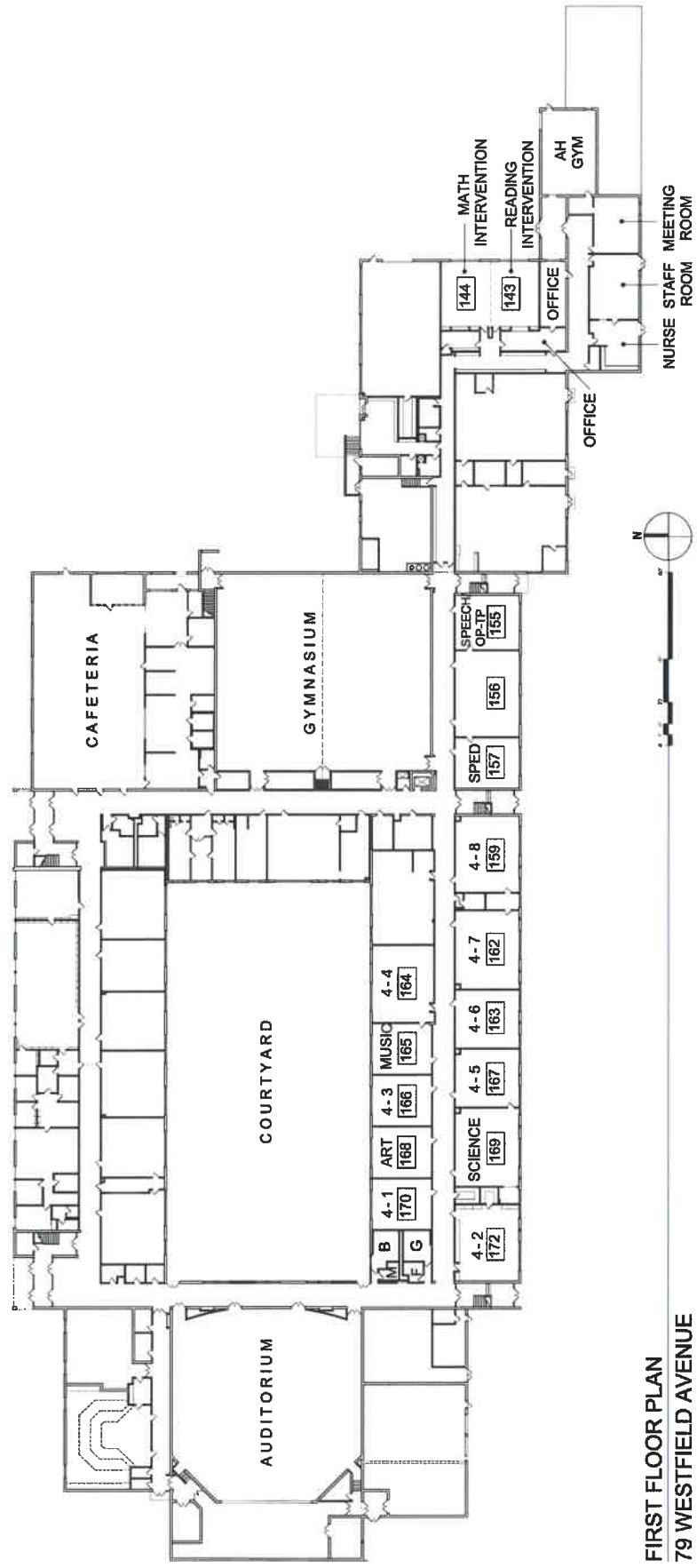


- LEGEND**
- ROOMS CURRENTLY RELOCATED WITHIN KILLINGLY MEMORIAL SCHOOL
 - ROOMS CURRENTLY BEING DONATED TO WESTFIELD AVENUE
 - ROOMS CURRENTLY RELOCATED WITHIN KILLINGLY MEMORIAL SCHOOL TO WESTFIELD AVENUE



MAIN LEVEL

ATTACHMENT E



FIRST FLOOR PLAN
79 WESTFIELD AVENUE

AGENDA ITEM COVER SHEET

ITEM 3(b): WESTFIELD AVENUE/COMMUNITY CENTER RENOVATION PROJECT

PREPARED BY: Mary Bromm, CD Administrator

ARCHITECT/ENGINEER: Antinozzi Associates

CONSTRUCTION MANAGER:

ITEM SUMMARY:

Due to constantly changing construction prices and material wait times, it is vitally important to hire a Construction Manager At-Risk for this project in the very early stages of design. I have attached the RFP for Construction Management firms for your review, edits, and approval.

ACTION REQUESTED AT THE JUNE 8, 2022 MEETING:

Review the RFP, edit if necessary and authorize staff to advertise for proposals.

SUPPORTING DOCUMENTS:

- RFP for Construction Manager At-Risk

REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
THE WESTFIELD AVENUE/COMMUNITY CENTER PROJECT
KILLINGLY, CT 06239

CONTENTS

- I. Invitation to Submit Qualifications with Proposal (Legal Notice)
- II. Project Description
- III. Scope of Work
- IV. Time Line of the RFP Process
- V. Submission of Qualifications/Cost Proposal
- VI. Method of Selection/Criteria for Award
- VII. Additional Information
- VIII. General Terms and Conditions
- IX. Duties, Responsibilities and Limitations of Authority
- X. Insurance Requirements
- XI. Statement of Acceptance of Contract and General Conditions
- XII. Non-Collusive/Non-Conflict Affidavit

Attachments – (1) A133-2019 CM Agreement, as modified and A201-2017 General Conditions, as modified, A133-2019 Exhibit B Insurance and Bonds; (2) Preliminary project design and budget information; and (3) Appendix 1, CM Cost Allocation Matrix.

I. LEGAL NOTICE

**TOWN OF KILLINGLY
REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
THE WESTFIELD AVENUE/COMMUNITY CENTER PROJECT**

Through this Request Proposal ("RFP") the Town of Killingly Permanent Building Commission ("Owner") is seeking to engage a Construction Manager at Risk to provide pre-construction services (in coordination with the Architect), cost estimating, trade contract bidding/negotiation, and construction phase services for the Westfield Avenue/Community Center Project (the "Project"). Hard copies of the complete Request for Proposals package will be available on the Killingly Town Website at www.killinglyct.gov.

Respondents are required to submit and deliver twelve (12) double-sided copies and one electronic copy of a sealed response to this RFP no later than 3 pm on Thursday, June 30, 2022 at the Killingly Community Development Office and marked "Town of Killingly CMR Service for Westfield Avenue/Community Center Project." Responses to this RFP received after that date and time will be rejected and returned to the proposer unopened.

From the responses to this RFP received, the Owner, in its sole judgment, will select no more than four (4) of the most responsible and qualified proposers. The proposers selected will be invited to attend an interview. The Owner shall then select a Construction Manager based on the totality of the qualifications and cost, and which selection the Owner deems to be in its best interest.

The Project will be funded by town bond funding and/or town general funds.

A 100 % performance and Labor and materials Payment Bond is required.

The Owner is an equal opportunity affirmative action employer.

The Project is subject to Connecticut State Prevailing Wage Requirements

The Project is subject to Connecticut State Prequalification requirements.

The Project is subject to Connecticut CHRO requirements .

The Project is expected to be constructed under a project labor agreement.

The Owner reserves the right to reject any or all responses to this RFP, or waive defects in same, if it deems such to be in its best interest. Questions regarding this RFP should be directed to Mary

Bromm, PBC Liaison by email at mbromm@killinglyct.gov. All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFP must be made on or before Wednesday, June 22, 2022 at 3pm. No phone calls will be accepted. All answers to inquiries concerning the Project will be distributed to all known proposers by addendum.

II. PROJECT DESCRIPTION

The Owner intends to make general building renovations including new roof, windows, repair/replace portions of exterior brickwork, HVAC improvements, electrical and plumbing improvements, fire safety improvements, ADA bathroom upgrades, security improvements, constructing new garage space; and improvements specific to moving the Killingly Community Center to the building including flooring and ceiling upgrades, painting, office reconstruction, relocation of food pantry and community store to renovated spaces, install new bathrooms to cafeteria space for meeting room. The total construction costs in the range of \$23,000,000.

III. SCOPE

The scope of Work for the Project shall be as described in this RFP and then ultimately in the drawings and specifications prepared by the Architect. The Owner has retained the services of Antinozzi Associates, Inc., Bridgeport, CT (the "Architect") and its team of consultants to provide program evaluation and full-service architectural, interior design and engineering services in relation to the Project. Respondents shall work with the Architect in all aspects of the design and construction of the Project, including, but not limited to, scheduling, budgeting, financial controls and reporting, value engineering, and the evaluation and award of trade contracts, and management of the construction phase and be able to demonstrate an ability to do so. All work shall be done consistent with all applicable federal, state and local statutes, regulations and ordinances, and the CM-Owner Agreement (the "Contract"). In general, the work expected by the Owner shall be in accordance with the provisions of this RFP and the Contract and divided into three (3) phases and shall generally include, but shall not be limited to, the following:

A. Design and Pre-Construction Services:

Prepare constructability analysis of design documents;

Develop Project master milestone schedules;

Develop logistics plan for construction access and staging;

Analyze, evaluate, and reconcile existing construction cost budget;

Update and analyze estimates and budget to reflect ongoing design development;

Identify potential value enhancement solutions for team consideration ;

Assist with analysis and study of building sustainability strategies;

Review design specifications for consistency with design intent and budget;

Identify, as a construction manager and not as a design professional, actual or potential design issues, conflicts, coordination issues, errors and/or omissions in the development of the design

Coordinate and assist with permitting as required;

Develop site specific safety and logistics and plans; and

The Construction Manager as part of its preconstruction phase services shall assist the Owner as required. Such assistance includes, but is not limited to, attendance at meetings, preparation and submission of estimates, forms, descriptions, changes in the Work, and the like;

Support the Owner and Architect in any energy rebate programs.

B. Procurement Services:

Develop overall bid package strategy and maximize bidder interest in coordination with the Architect;

Develop and prepare bid package documents for issuance;

Advertise bid packages for the Project, provide access to documents, and distribute bid packages;

Conduct pre-bid conferences;

Receive and analyze bids in conjunction with the Owner and Architect, conduct scope review meetings and present formal recommendation for contract awards to the Owner;

Finalize and award contracts as approved by the Owner; and

Enter into trade contracts with the selected contractor for each bid package and maintain complete records of bid packages and trade contracts.

C. Construction Services:

Conduct pre-mobilization meetings with trade contractors;

Manage, coordinate and supervise the Work;

Review/approve trade contractor site specific safety planning and loss control plans;

Develop and maintain Critical Path Method (“CPM”) schedules and monthly CPM updates and report to the Owner and Architect on a monthly basis or more frequently as may be required by Project conditions as requested by the Owner or Architect;

Implement auditable Project cost reporting and control systems;

Conduct weekly Project team meeting and document minutes;

Record all daily job site activities;

Conduct reviews and maintain tracking for approval of submittals and shop drawings, changes in the Work and requests for information;

Manage and coordinate daily activities of trade contractors;

Maintain documentation related to wage and worker requirements;

Provide cost control processes including: subcontractor payment reviews, change order verification and Project cost projections;

Maintain formal quality control and quality assurance program;

Mitigate, negotiate and resolve potential claims and proposed change orders;

Update and communicate site specific logistics and safety plans;

Conduct on-going onsite formal safety training;

Administer trade contracts including insurance and bonding requirements;

Provide regular progress and budget reports to the Owner; and

Coordinate and assemble electronic library of all post Project completion closeout activities and documents including, but not limited to, building systems, guarantees, manuals and commissioning results, as-built documentation, warranties and special reports.

D. Other General Requirements

Consultation with all applicable offices, agents, boards, employees and elected and appointed officials of the Owner or the Killingly town government as required and/or directed by the Owner;

Work with the Architect and the Owner to develop sustainable, energy efficient value-added concepts and value engineering prior to the completion of construction documents; and

Ensure design is compatible with any existing facility and site construction constraints and functions.

IV. TIMELINE OF THE RFP PROCESS

The following timeline has been tentatively established:

Legal Notification of RFQ/RFP Release: June 13, 2022

Responses to RFP Due: June 30, 2022

Notification of Invitation to up to four (4) selected proposers to interview: July 8, 2022

Interviews of selected firms: week of July 18, 2022 tent.

Selection of Construction Manager, if any: August 4, 2022 tent.

The Owner reserves the right to reject any or all responses to this RFP, or waive defects in same, if it deems such to be in its best interest. Questions regarding this RFP should be directed to Mary Bromm, PBC staff liaison by email at mbromm@killinglyct.gov. All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFQ/RFP must be made on or before June 22, 2022 at 3pm. No phone calls will be accepted. All answers to inquiries concerning the Project will be distributed to all known proposers by addendum.

V. SUBMISSION OF QUALIFICATIONS/COST PROPOSAL

A. Qualifications

General Requirements: Responses concerning qualifications shall provide a straightforward, concise description of the Construction Manager's ("CM") ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Project. Twelve (12) double sided copies plus one electronic copy of responses to this RFQ shall be submitted. The submission shall include a "Table of Contents", clearly tabbed for each part of the requirements listed below. A letter of interest providing a brief background of the CM, the CM's interest in the Project, and how the CM satisfies the qualification criteria listed in Section VI. A cover letter should introduce the submission.

Respondents' submissions shall include tabbed sections as follows:

1. Company Information - The CM shall provide a brief summary of its company, including the following information:

Name of company and parent company, if any;

Any prior name(s) by which the CM was known and the years during which such name(s) was used;

Name(s) of any subsidiary or other company owned or controlled by the CM;

Names, titles, reporting relationships, and background and experience of the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with the Owner;

Describe your firm's primary areas of service;

Address of principal office and office from which the Project will be managed;

Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Owner;

Legal form of ownership. If a corporation, where incorporated; and

Years engaged in construction management services under its present name.

2. Relevant Experience and References – Provide a description of the company and company history. Provide descriptions of at least five (5) similar projects for which the CM has provided similar services (i.e., similar to the subject Project) in the past 10 years, along with references and contact name(s) from whom the Owner may seek candid references and information. The description of each project should include pertinent information such as the project type, size, and scope of work performed and any pertinent features, as well as owner and architect/engineer contact information for each such project. Also include information regarding the CM's qualifications with respect to the Selection Criteria listed in Section VI of this RFP. The Respondent must be able to demonstrate its ability to properly manage the construction of a project of the size and complexity of this Project. Finally, present the experience of Key Personnel (see Requirement #4) that the CM intends to assign to the Project.

IMPORTANT: The Key Personnel the CM intends to assign to the Project in response to this RFP must be the personnel assigned to the Project for the duration of the Work unless such persons cease to be employed by the CM or the Owner agrees in writing to replacement personnel.

The Key Personnel must attend the interview. A significant factor in the selection of the CM will be the Key Personnel assigned to the Project.

In addition to the five (5) similar projects noted above, please list all projects completed by your firm over the past five (5) years with owner and architect/engineer contact information. The Owner reserves the right to seek references or other information from the owner, architect or engineer of each project.

3. Team Format – Provide details on any services that will not be provided by the CM's in-house staff. If consultants are to be proposed for use in response to this RFP, provide names of any and all consultants. Named consultants may not be changed without prior notice and approval of the substitution by the Owner. Provide details on any prior work with the named

consultant(s), and references from at least three (3) similar projects within the last ten (10) years.

4. **Experience of Key Personnel** - Provide a list of the Key Personnel to be assigned to the Project (including consultants, if applicable), and a full description of the work they will perform. The location of the office to be used by the Key Personnel listed shall be indicated. Resumes of the Key Personnel (including consultants) who will be directly involved in the Project shall be included. Said resumes shall state at a minimum:

Current job title, responsibilities, and type of work performed, and time at current firm;

Educational background, academic degrees, professional associations;

Experience on projects similar to that described in this RFP, including the specific role (e.g., Project Manager, Superintendent, Project Engineer, Assistant Project Manager, Project Executive, etc.) occupied by said individuals on each project listed.

At least three (3) references (Owner/Architect/Engineer) and contact information on past projects managed by the Key Personnel for each of the Key Personnel proposed

5. **Technical Competence** – Provide information on prior projects that demonstrate the CM's ability to adhere to Project schedule and budget, and provide information that is representative of the change orders that have been attributed to you on past projects as a percentage of construction cost. Provide data from three projects staffed by your firm's proposed Key Personnel and describe the performance of that personnel on those projects with respect to change order percentage, original scheduled performance period and milestones versus actual, and whether or not the projects were delivered under the GMP and if so by what percentage. To the extent the schedule or milestones were adjusted, please explain the circumstances surrounding such adjustment.

6. **Quality Management** - Provide a synopsis of the CM's quality management plan with regard to approach, safety, procedures, scheduling, cost and coordination of trade contractors.

7. **Sustainable Design** - CM's overall knowledge of sustainable design and any accreditation possessed by the CM or its Key Personnel.

8. **Knowledge of Projects in or around Killingly** - Provide any information on the completion of prior projects in or around the Town of Killingly, if any, as well as the proposed Key Personnel's experience with projects in or around the Town of Killingly.

9. **Project Approach and Methodology** - Provide a description of the proposed technical approach to the Project, including the identification of any unusual circumstances, logistical obstacles, or anticipated problems and proposed solutions. The information will be used by the Owner to assess the CM's understanding of the Project and its methodology. Include a proposed Project schedule.

10. Default and Litigation – (a) Has the firm ever failed to complete any project or portion of a project awarded to it. If so, explain? (b) Has the firm ever been declared to be in default on a contract? If so, when, by whom, where and why? (c) Describe any past or pending litigation or arbitration proceedings in which your firm has been involved, including the nature and amount of any claims against you or advanced by you, the status of the proceeding and if concluded, the outcome.

11. Workload Statement – Provide details on your current and projected future backlog and ability to provide this Project the attention it requires between now and scheduled completion date.

12. Additional Information - Please provide any other information that you believe would be important and pertinent to the Owner.

13. Affirmative Action - Please provide a certification that your firm complies with all affirmative action requirements required by law. Include the firm's affirmative action statement. Demonstrate your firm's understanding of Connecticut state set aside and minority utilization requirements. This Project is funded in part by the State of Connecticut and as such all minority utilization and set aside goals and requirements including CHRO reporting are applicable to this Project.

14. Prequalification – This Project is subject to the State of Connecticut Contractor Prequalification requirement. Proposers should submit their current and updated prequalification documentation.

15. Local Hiring – Describe the CM's plan for providing local tradesman the opportunity to apply to the various subcontractors or the CM for employment through a project labor agreement. It is important to the Owner that local tradesman be hired for this project.

B. Cost Proposal

1. Proposed Scheduling

For purposes of estimating costs and fees, the Owner anticipates the following timeline:

Pre-Construction Phase (Total Duration):	Start: 10/25/21	Finish: 11/1/22
Schematic Design	Start: 6/15/22	Finish: 9/15/22
Design Development:	Start: 9/16/22	Finish: 1/1/23
Construction Documents Completed:	Start: 1/1/23	Finish: 4/1/23
Bidding (Trade Packages):	Start: 4/1/23	Finish: 6/30/23
Submission of GMP Proposal:	9/15/23	
Commencement of Construction:	10/1/23	
Substantial Completion of Construction:	10/31/24	
Final Completion of Construction:	7/31/24	

The Owner intends to include a liquidated damages provision in the Contract for unexcused late completion. The liquidated damages clause appears in the attached Contract. Liquidated damages will be staged as follows. 1-15 days: \$0/day; 16-30 days: \$500/day; 31 days and over: \$1,000/day.

2. Content of Cost Proposal

- a. The Respondent's Cost Proposal should include the following cost items:
1. A cost expressed as a lump sum for all Pre-Construction Phase Services;
 2. The CM's Fee for Construction Phase Services expressed as a percentage of the Cost of the Work;
 3. The CM's Fee expressed as a percentage for changes in the Work;
 4. The cost of performance and payments bonds to be furnished by the CM expressed as a percentage of the Cost of the Work to be bonded.
- Note: If the CM intends to bond some or all trade contractors in addition to the 100% payment and performance bonds required of the CM, please state so and the cost of such bonds stated as a percentage of the Cost of the Work for the trade contractor.
5. The cost of insurance required by the Contract either expressed as a percentage of the Cost of the Work or lump sum;
 6. All-inclusive personnel costs for each category of employee expected to be assigned to the Project by the CM for use in the event any changes in the Work require additional personnel costs.
 7. It is the intent of the Owner that a lump sum general conditions amount be included in the Guaranteed Maximum Price. For purposes of this RFQ/RFP, the construction manager shall include an amount, expressed as a lump sum, of the estimated costs for all general conditions items required for the Project. The lump sum shall include a detailed breakdown of all general conditions costs. It is expected that the final general conditions costs to be included in the Guaranteed Maximum Price shall be substantially similar to the lump sum amount proposed in response to this RFQ/RFP. Any savings in the general conditions shall inure to the benefit of the Construction Manager. Any shortfall in the general conditions shall be borne by the Construction Manager. Any shortfall in the general conditions shall not be funded by any savings in the Guaranteed Maximum Price or by the Construction Manager's contingency. The construction Manager shall also provide an estimate of monthly costs for general conditions in the event the actual duration of the Project, when established in the Guaranteed Maximum Price Amendment, is longer or shorter.

8. The CM shall price its General Conditions amount and Fee based on the attached cost allocation matrix. See Appendix 1. The Owner is not mandating that every personnel category be filled or that every equipment item or temporary facility be utilized. The proposer is free to propose its own plan. The cost allocation matrix is meant to instruct all proposers where the costs must be allocated to allow for an objective comparison of cost.

VI. METHOD OF SELECTION/CRITERIA FOR AWARD

From the responses to this RFP received, the Owner will select no more than four (4) firms based on the Owner's review of qualifications. The up to four (4) selected proposers shall be invited to an interview at which the proposer will be given the opportunity to present its understanding of and plan for the Project and demonstrate how that plan will be achieved. Proposers should be prepared for questions concerning any aspect of the content of their response to this RFP

A. The Respondents will be evaluated on their qualifications and proposed costs by the Owner using the following criteria:

1. Compliance with submission requirements;
2. The CM must meet or exceed the insurance and bonding requirements set forth in the Contract;
3. The CM and its intended Key Personnel must have successfully completed a minimum of five (5) similar projects in the past ten (10) years. A significant factor in selection will be the Key Personnel that comprise the CM's Project team;
4. The CM must demonstrate prior experience with municipal projects and its ability to work with state agencies. To the extent the CM has such experience, the CM should demonstrate its ability to successfully work with the State of Connecticut, including but not limited to the Connecticut Office of School Construction Grants, and the Connecticut CHRO;
5. The CM must demonstrate experience providing oversight during the pre-construction phases and coordinating with multiple agencies, architects, engineers, commissioning agents and trade contractors;
6. The CM and Key Personnel must demonstrate past successful record of performance on similar projects with respect to such factors as schedule, cost control, work quality and cooperation with the client;

7. The CM must demonstrate experience with sustainable and renewable energy initiatives;
8. The CM must demonstrate a proven track record of completing projects within and preferably under budget, minimizing change orders, minimizing claims and working cooperatively with all members of the construction team;
9. The CM must be prequalified to perform this Project in accordance with the applicable laws of the State of Connecticut and must submit with this RFQ/RFP an updated and current prequalification statement;
10. The CM must demonstrate its ability to comply with set aside and minority utilization requirements applicable to the Project as required by the State of Connecticut;
11. The Owner will consider the CM's proposed costs, fees and lump sum general conditions cost; and
12. The CM's performance, presentation, questions and answers at the interview. It is expected that the CM's proposed Key Personnel will make the presentation and respond to questions and answers. Proposers are cautioned that the Owner is not interested in a "sales" presentation. Rather, the Owner seeks to engage with and evaluate the Key Personnel.

D. The Owner shall select a Construction Manager, if at all, based on the totality of the qualifications and cost, which selection the Owner deems to be in its best interest. The Town reserves the right to engage in negotiations with respect to cost terms. Once selected, the CM agrees to execute the Contract and General Conditions included in the RFP without modification or alteration. Firms unwilling to execute the Contract and General Conditions without modification should not respond to the RFP.

E. The award of the Contract for the construction management services shall be made, if at all, to the firm whose evaluation by the Owner results in an award that the Owner deems to be in its best interests. The Owner reserves the right to reject any or all of the RFP responses, or parts thereof, and/or to waive any informality in any of the RFP responses if such rejection or waiver is deemed in the best interest of the Owner. Neither the Owner nor any of its respective officers, directors, employees, affiliated entities or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFP.

VII. ADDITIONAL INFORMATION

The Project will be carried out by the Owner in consultation with internal and external personnel and/or consultants, as well as any boards/commissions/committees/subcommittees that may also be assigned to assist with the Project.

VIII. GENERAL TERMS AND CONDITIONS

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

- 1. Acceptance or Rejection by the Owner**– The Owner reserves the right to accept and/or reject any or all responses to the RFP submitted for consideration to serve the best interests of the Owner. Firms whose responses are not accepted will be notified in writing.
- 2. Ownership of Documents** – All responses to this RFP submitted are deemed the sole property of the Owner.
- 3. Ownership of Subsequent Work Products** – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/RFP is to be the sole property of the Owner unless stated otherwise in the RFP or Contract.
- 4. Timing and Sequence** – Timing and sequence of events resulting from this RFP will ultimately be determined by the Owner.
- 5. Oral Agreements/interpretations** – The Owner will not be responsible for any alleged oral agreement or arrangement or interpretation made by a proposer with any agent or employee of the Owner. Such agreements, arrangements or interpretations shall be null and void and have no legal effect.
- 6. Amending or Canceling Requests** – The Owner reserves the right to amend or cancel this RFP prior to the due date and time or at any time thereafter, if it is in the best interest of the Owner to do so.
- 7. Rejection for Default or Misrepresentation** – The Owner reserves the right to reject the proposal of any firm that is in default of any prior contract or for misrepresentation.
- 8. Town's Clerical Errors in Awards** – The Owner reserves the right to correct inaccurate awards resulting from its clerical error.
- 9. Rejection of RFP** – Responses to this RFP are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- 10. Changes to RFP** - No additions or changes to the original response to this RFP will be allowed after submittal.
- 11. Contract Requirements** – If awarded, a formal agreement will be entered into with the selected firm in the form attached to this RFP, as previously described, without modification or alteration. If the proposer is not willing to accept the Contract and General Conditions, without modification, the proposer should not respond to this RFQ.

The contents of the proposal submitted by the successful Respondent and the RFP may become part of any contract award.

12. Rights reserved to the Owner – The Owner reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Owner will be served.

13. Assigning, Transferring of Agreement – The successful firm, if any, is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement resulting from this RFP, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Owner.

14 Cost of Preparing Qualification/Proposals – The Owner shall not be responsible for any expenses incurred by any responding firm in preparing and submitting a response to this RFP including but not limited to any interview.

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

The CM that enters the subject agreement with the Owner shall be responsible to the Owner for the services to be provided hereunder. The CM shall act on behalf of the Owner, but only to the extent provided in the Contract to which the Owner is a party. The CM shall confer with the Owner at intervals and on occasions as appropriate to the various stages of the Project. The duties and responsibilities of the CM shall be as outlined in Section II above and as detailed in the Contract.

X. INSURANCE AND BONDING REQUIREMENTS

The CM shall be responsible for maintaining insurance coverage in force for the duration of the Project and after completion of the kinds and amounts set forth in the Contract and General Conditions with an insurance company with an AM Best Rating of A-,VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Owner. The CM shall also provide 100% performance and labor and materials payment bonds for 100% of the guaranteed maximum price as adjusted. Bonds shall be provided by sureties licensed to conduct surety business in the State of Connecticut and rated at least A- by A.M. Best. The Owner as well as other entities specified in the Contract and General Conditions shall be additional insureds in accordance with the terms set forth in the Contract and General Conditions.

XI. Statement of Acceptance of Contract and General Conditions

The CM shall include a statement stating that if awarded the Project the CM shall execute the attached Contract and General Conditions, without modification or alteration.

NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF PROPOSERS FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
THE KILLINGLY MEMORIAL SCHOOL RENOVATION/ADDITION PROJECT
KILLINGLY, CT 06239

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

1. the response to this RFP has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other proposer designed to limit independent responses or competition, and
2. if the undersigned is one of the Construction Management firms selected to be interviewed, the contents of such proposal will not be communicated by the proposer and/or its employees or agents to any person not an employee or agent of the proposer;
3. no elected government official, or any officer or other employee or person whose salary is payable in whole or in part by the Town of Killingly, nor any immediate family member thereof, is directly or indirectly interested in the RFP or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Killingly to consider the its response to the RFP submitted herein.

State of Connecticut

County of _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

_____ My Commission Expires _____

Notary Public Date