



**ARCADIS / O&G / C&R
PROGRAM MANAGEMENT**

**HARTFORD SCHOOL BUILDING COMMITTEE
FOR THE HARTFORD PUBLIC SCHOOLS**

REQUEST FOR QUALIFICATIONS

FOR

**CONSTRUCTION MANAGEMENT SERVICES FOR
BULKELEY HIGH SCHOOL RENOVATION
STATE PROJECT #064-0313 RNV**

And

**BOE OFFICE RELOCATION
STATE PROJECT #064-0314 BE**

OCTOBER 21, 2019

**STATEMENT OF QUALIFICATIONS DUE BY FRIDAY, NOVEMBER 1, 2019
BY 12:00 NOON**

AND MUST BE SUBMITTED TO THE

**HARTFORD SCHOOL CONSTRUCTION PROGRAM
ARCADIS/O&G/C&R PROGRAM MANAGEMENT
207 MAIN STREET, SUITE 200
HARTFORD, CT 06106**

**QUESTIONS: CONTACT ARCADIS/O&G/C&R PROGRAM MANAGEMENT, JOHN J.
BUTKUS, PROGRAM DIRECTOR, BY EMAIL: (jackbutkus@arcadis-ogind.com). NO
QUESTIONS WILL BE ACCEPTED AFTER 12:00 noon on OCTOBER 29, 2019.**

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**Request for Qualifications
Construction Management Services
Bulkeley High School**

I. INVITATION TO SUBMIT QUALIFICATIONS

The Hartford School Building Committee (HSBC) is seeking to engage a construction management firm to provide "Construction Management-as-Constructor" (Constructor) services for the renovation of Bulkeley High School. Qualifications should be addressed to Mr. Melvyn Colon, Chairman, Hartford School Building Committee, and delivered to:

ARCADIS/O&G Program Management
207 Main Street, Suite 200
Hartford, CT 06106

All qualifications must be received by the date and time on the cover.

This RFQ consists of the following documents:

- Request for Qualifications Statement – This Document

BALANCE OF DOCUMENTS

- EEO/MWBE Regulations and Goals Implementation Plan for Hartford School Building Program
- MWBE Procurement Policy Directive
- Sample AIA Document A133-2009 Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor; and
- Sample AIA A201-2007 General Conditions of the Contract for Construction
- Project Purchasing Procedures
- Construction Worker Site Access Requirements
- Project Work Rules

II. SCOPE OF SERVICE

The assignment will be a blend of traditional CM-at-Risk Services (Total Project Budget \$149 Million) concerning the Renovation As New of the Bulkeley High school while school activities continue within the building and an initial "Open Book General Construction" assignment (Total Project Budget \$5 million) for the fit up work allowing the relocation of the Hartford Public School Central Office into an office suite being created within the existing Bulkeley building. The Constructor will provide overall coordination, phasing, estimating and constructability reviews for both portions of the assignment.

A multi-phased occupied renovation is planned, with most portions of the facility to continue in operation during construction. Phase I of the combined effort is the BOE Office fit-up. An initial abatement and interior demolition phase to prepare the office suite area for fit-up work will be initiated by the Owner imminently to expedite the project. Phase II will consist of the renovation and expansion work, including programmatic changes, ADA accessibility issues, building envelope and structural systems, technology, food service, science laboratories, library/media center, nursing/health services, and new mechanical, electrical, and plumbing systems. Additional functions to support District-wide needs are also being contemplated and would require new construction to accommodate. In keeping with current State requirements, this project will be constructed in conformance with Connecticut's High Performance Buildings Standard.

The building-wide renovation and expansion project (Phase 2) is likely to be constructed under a Project Labor Agreement, a copy of which will be distributed at a future date. The BOE Office fit-up assignment (Phase 1) will not be covered by the Project Labor Agreement.

1. Draft Project Schedule

A project milestone schedule will accompany the RFP, for those firms selected to submit.

Phase I construction is anticipated to commence in the fall of 2019 with Owner directed abatement and demolition work. Office alterations must begin at the earliest date possible to permit occupancy of the suite by August of 2020. Substantial Completion of all phases of school renovations and new construction to allow full student occupancy is required for the start of the 2024-2025 academic year.

2. Project Budget

The total project budgets for this assignment are follows:

New Construction and Renovations for Bulkeley High School: \$149,000,000

BOE Office Fit-Up: \$5,000,000

3. Expectations of the Construction Management Firm-as-Constructor (Constructor)

- A. The HSBC encourages responses by Hartford based firms, Minority and Woman owned firms and teaming arrangements including such firms as it evaluates the qualifications of interested parties. This is a qualifications based selection which, per statutory requirements, must include cost of services as one of the factors considered.
- B. The Constructor shall provide services including but not limited to, constructability/document completeness reviews, estimating at various levels of design, solicitation, award, EEO/MWBE participation, permitting, construction, commissioning assistance, coordination, occupancy, closeout, post occupancy, warranty phases, and coordination/management of all Owner vendors, contractors and consultants as necessary, to complete the construction.
- C. The following shall define the relationship between the selected Constructor and the Owner:
 - In addition to traditional Construction Management-at-Risk services, which will include the development of a Guaranteed Maximum Price and Guaranteed Delivery Date, a portion of the work shall utilize an “Open Book General Construction” methodology.
 - In this context, “Open Book General Construction” shall mean the delivery of a portion of the work through a lump sum bid.
 - The lump sum bid shall be composed of publicly bid trade packages, General Conditions, Contingency, Overhead and Profit, all of which may be evaluated by the Owner prior to acceptance.
 - Once accepted, this lump sum bid shall be managed by the Constructor as its sole compensation. Whether the lump sum bid is profitable or unprofitable, only changes in scope, quality or schedule initiated by the Owner shall result in additional compensation.
- D. For the “Open Book General Contracting” portion of the work, the Constructor will be allowed, if they desire, to self-perform portions of the work. The Constructor must provide a competitive bid along with receiving competitive bids from the marketplace. If successful as the lowest responsive and responsible bidder, the Constructor may be assigned that portion of the work, if approved by the Commissioner of Administrative Services based upon the financial benefit to the project. This specific assignment (the Fit-Up effort for BOE Offices) is not

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restricted as to which portions of the work upon which the Constructor may bid for self-performance.

- E.** The selected firm shall provide a Guaranteed Delivery Date (GDD) and a Guaranteed Maximum Price (GMP) in accordance with the intent of this solicitation and the terms and conditions of the executed agreement.
- F.** The selected firm shall provide payment and performance bonds from the surety in the amount of 100% of the GMP.
- G.** The individual trade contracts shall be between the Hybrid Construction Manager-at-Risk and the trade contractor.
- H.** Firms must be pre-qualified to meet the Department of Administrative Services guidelines for school construction projects with contracts in excess of \$500,000 in the category of CM at Risk Group B for this size project.
- I.** Beyond the "Open Book General Construction" portion of the project described above, the Constructor shall not perform any portions of the work with their own forces except as may be approved by the Hartford School Building Committee and in accordance with the guidelines as set forth by the Connecticut Department of Administrative Services.
- J.** The Construction Manager shall adhere to all local, state and federal regulations and guidelines and operate under the guidelines of the Connecticut Departments of Education and Administrative Services as they apply to this specific project.
- K.** The Construction Manager shall perform all project management administration within their own software environment. Other project team participants, including but not limited to the Owner, Design Team and subcontractors, shall be given access to the software for project documentation and control.
- L.** It is anticipated that all design efforts will be conducted using a three (3) dimensional Building Information Model (BIM). The BIM model will be available for purposes of MEP coordination.
- M.** This project shall conform to the Connecticut High Performance Buildings Standard (HPBS). The Construction Manager will be required to assist the HPBS oversight consultant in developing and administering the formalized plan during all project phases. The CM will be required to collect/compile data throughout the project which will be required for submission per the HPBS.
- N.** Design and Pre-Construction Phase Services as described in the CM Agreement and in this RFQ including:

 - Perform "constructability" reviews of the construction documents and provide a detailed report.
 - Perform drawing review for completeness and clarity and provide a detailed report.
 - Perform detailed analysis of phasing documents and collaboratively work with Architect to develop complete and most effective plan, provide recommendations as required.
 - Create proposed site logistics plans.
 - Develop requirements for safety, quality assurance and schedule

adherence (phasing, relocation, temporary structures, asbestos abatement, etc.).

- Provide Value Management/Engineering services as required.
- Develop a detailed construction phase schedule (addressing all aspects and phases) by a qualified scheduler, using Primavera P6 or P3 or Suretrak scheduling software. Schedules shall use the Critical Path Method. The scheduler's resume will be included and reviewed for proper credentials. An electronic copy of each schedule shall be provided to the Program Manager for review of content and logic, update schedule with additional information as required.
Schedule should include all activities previous to construction (i.e. bid package preparation, bidding, scope reviews, awards, etc.)
- Engage in budget reconciliation and control sessions as required.
- Attend all design review and other special meetings through the design process, as required.
- Provide continuous document review to ensure documents are clear and concise to subcontractors in the effort to minimize change orders due to unclear or missed scope.
- Perform an analysis of Programming Documents and create a detailed estimate within **2 weeks** of receipt of Programming Documents, review estimate with the Program Manager and Architect, ensure estimate is in line with current budget. If cost adjustments need to be made, CM must collaboratively work with Architect and their sub-consultants to develop a list of Value Management/Engineering ideas for submission to Program Manager for review and approval.
- Perform an analysis of Schematic Design Documents and create a detailed estimate within **2 weeks** of receipt of Schematic Design Documents, review estimate with the Program Manager and Architect, ensure estimate is in line with current budget. If cost adjustments need to be made, CM must collaboratively work with Architect, and their sub-consultants, to develop a list of Value Management/Engineering ideas for submission to Program Manager for review and approval.
- Perform an analysis of Design Development Documents and create a detailed estimate within **2 weeks** of receipt of Design Development Documents, review estimate with the Program Manager and Architect, ensure estimate is in line with current budget. If cost adjustments need to be made, CM must collaboratively work with Architect, and their sub-consultants, to develop a list of Value Management/Engineering ideas for submission to Program Manager for review and approval.
- Perform a detailed review and costing of 50% Construction Documents, update estimate within **2 weeks** of receipt of the current documents. If cost adjustments need to be made, CM must collaboratively work with Architect, and their sub-consultants, to develop a list of Value Engineering ideas for submission to Program Manager for review and approval.
- Perform a detailed review and costing of 100% complete Construction Document Drawings, update estimate within **2 weeks** of receipt of the current documents. If cost adjustments need to be made, CM must collaboratively work with Architect, and their sub-consultants, to develop a list of Value Engineering ideas for submission to Program Manager for review and approval.
- In addition to the above described reconciliation estimates, provide estimates utilizing UNIFORMAT at levels of detail and for submission at appropriate stages of document completeness as proscribed by the

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Office of School Construction Grants & Review, as such requirements are updated from time to time.

- Provide Program Manager and Architect with copies of all estimates, including worksheets, proposals, and logic throughout design process.
- Participate in MWBE selection committee meetings and process
- Provide a detailed action plan for achieving the EEO/MWBE goals
- Process MWBE set-aside contractor applications to build resource matrix for bidding

O. Solicitation and Award Phase Services

- Arrange solicitation packages (Bid Packages) and adhere to the Hartford School Building Committee and the State of Connecticut and Office of School Facilities requirements as applicable.
- Firms must be pre-qualified in the applicable categories to meet the Department of Administrative Services guidelines for school construction projects with bid packages estimated to be in excess of \$500,000.
- Provide a final pre-bid budget in an appropriate format reflecting the bid package breakdown.
- Develop requirements to assure time, cost and quality control during construction.
- Prepare a schedule for the bidding and awarding of all sub-contractor packages.
- Contact (i.e. phone, mail, e-mail, etc.) as many qualified contractors as possible to promote bit competitiveness. A list of all contractors contacted, and their stated intent on bidding, is to be supplied to the Program Manager, two (2) weeks prior to the Bid Date
- Update provisional construction (CPM) schedule, maintaining applicable completion dates for issuance with bid packages as required making the master schedule and milestones for long-lead items, etc. (provide Program Manager with an electronic copy for review of content and logic, update schedule with additional information as required).
- Review project labor requirements and availability, develop labor strategy and advise, identify potential bidders (including MWBE) and generate maximum bidder interest.
- Schedule and conduct pre-bid conferences in conjunction with the Architect and the Program Manager.
- Advertise, distribute, monitor, review, analyze and recommend awards in accordance with Hartford School Building Committee and State of Connecticut requirements as applicable.
- Monitor bidder activity to maximize bidder participation.
- Upon completion of the Solicitation and Award Phase, the Owner and Program Manager shall evaluate the performance of the Construction Manager during the Pre-Construction Phases. If the CM's performance is deemed acceptable, the CM will be retained for Construction Phase Services. If the CM's performance is deemed unacceptable, the contract will expire and services will be solicited from other respondents

P. Construction Phase Services

- Maintain consistent on-site staff for construction management responsibilities

- The Construction Manager shall be held responsible to develop, implement and maintain current, an effective Health and Safety Program, acceptable to the Program Manager.
- Establish and maintain all required reporting and other control procedures as directed by the Program Manager.
- Maintain and update the logistics plan on a periodic basis as conditions change.
- Develop and maintain final construction schedule (CPM), using Primavera P6/P3 or Suretrak, including delivery milestones, approvals, inspections, testing, construction, commissioning and occupancy, Owner activities as requested by the Owner, and work by others, such as permits, utility company review and utility installation, school vacation/holidays. An electronic copy shall be provided to the Program Manager for review of content and logic, update schedule with additional information as required.
- Conduct, record and distribute minutes for all job site meetings.
- Maintain/Report on all certified payroll documentation.
- Enter/Process labor force data for HSBC reports
- Prepare and submit all change order documentation for approval by the Architect and the Hartford School Building Committee, and in compliance with Office of School Facilities (OSF) requirements.
- Prepare and submit "State Change Order" documents to OSF for processing
- Develop and maintain a method for tracking and expediting review and approvals of shop drawings, requests for information and change order requests, which is acceptable to the Program Manager.
- Develop all monthly reports and presentations to the Hartford School Building Committee, Board of Education, and other City of Hartford officials on an as-needed basis.
- Maintain quality control and ensure conformity to the "highest" intent of the construction documents.
- Manage all trade contractors, enforce MWBE and Hartford residency participation targets to ensure compliance and adherence to the schedule.
- Submit all executed trade contract agreements in accordance with the agreed upon sequencing process.
- Provide cost control through progress payment review and verification according to approved schedule and contract amounts and terms.
- Coordinate/Manage all Owner activities and post-completion activities, including FFE, assembly of guarantees, manuals and commissioning requirements, closeout documents and the Owner's final acceptance.

Q. Post-Occupancy and Warranty Phase

- Coordinate and monitor the resolution of "punch list" items.
- Coordinate, monitor and resolve all warranty issues to the satisfaction of Hartford School Building Committee during the one-year general warranty period and beyond where applicable.
- Develop, monitor and maintain an effective program to insure that all Operating Manuals, Maintenance Manuals, Attic Stock and any preventative maintenance data are submitted, approved and delivered to the Owner within sixty (60) days of substantial completion and prior to final request for release of retainage.
- Provide on-site staff that can address commissioning issues during the week before the start of school and for one month after.

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- Provide a complete formal owner training of all systems.
- Schedule and conduct a "pre-warranty expiration" walk-through, no more than two (2) months nor less than one (1) month prior to any and all warranty expirations.

III. TIMELINE OF THE PROCESS (SUBJECT TO CHANGE)

The following timeline is anticipated:

RFQ available for pick up	October 21, 2019
Statement of Qualifications due	November 1, 2019
Review and create short list	Week of November 4, 2019
RFP Issued to Short Listed Firm	By November 8, 2019
Proposals Due	TBD
Interviews	TBD
Scope Verification/Contract Compliance	TBD
Recommendation to HSBC	November 18, 2019
Commencement of services (notice to proceed)	November 19, 2019 (tentative)

IV. QUALIFICATION STATEMENT

The statement of qualifications is due by the above mentioned date. Firms are required to submit twelve (12) copies of their qualifications, or as previously enumerated in the Legal Notice.

The organization of the qualification statement is strictly enforced. Any deviation from the directions given may disqualify the respondent's qualification statement. All information must be clear, concise and to the point. The qualification statements shall be organized as indicated in the following sections, with fourteen (14) sections addressing all of the following:

- 1. Letter of Commitment** - Provide a letter of interest to the Chairman of the Hartford School Building Committee, Mr. Melvyn Colon.
 - Indicate your firm's commitment to the project and how your firm will meet or exceed all expectations.
 - Specifically provide a commitment to maintain consistent leadership (staffing) throughout the design and construction of the project; the leadership necessary to keep this project on budget and schedule.
 - Include information about your successful involvement in providing opportunities for minority and/or women individuals/businesses.
- 2. Joint Venture (if applicable)** - Indicate whether a joint venture/partnership will be proposed.
 - Clearly indicate if CM services will be provided solely by the firm responding or if there is a joint venture/partnership in providing the CM services.
 - Explain how work load will be distributed and if firms have had past experience working together.
 - If not a joint venture, state this clearly.
- 3. Firm History** - Firms must have a minimum of ten (10) years under the same name.
 - Submit a brief history of the firm and explain the firm's ownership.
 - If a joint venture for CM services is proposed, a brief history of both firms is required.
 - The senior and managing partner in the joint venture must have a minimum of ten (10) years under the same name.
 - The junior partner in a joint venture must have at least five (5) years under the same name.
- 4. Firm's Capacity** - Provide information indicating the capacity of the office that will

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provide the CM service.

- 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 years.
- Indicate clearly the type of contracts held as a percentage of the total for *each year* for the last five years (e.g. Lump sum, CM as Constructor, CM at risk, etc.).

5. Required Experience - For the projects meeting the criteria below, provide the original contract / GMP and final construction contract values. Provide an explanation of the items which caused the variance between these figures.

- Experience as a Construction Manager at-risk with no less than two (2) such projects completed within the past five (5) years, with at least one project of \$80 million or more in construction value.
- A minimum of one completed and now occupied Connecticut public school project of no less than \$50 million in construction value which has qualified as Renovation-As-New in accordance with CGS Chapter 173.
- A minimum of one completed Connecticut public school project which was a student-occupied Renovation-As-New project consisting of no less than two phases of renovation effort.

List all public school projects (in and outside of Connecticut) that have been completed by your firm in the last five (5) years. For each project, list the project name, size, construction cost, delivery method used and a brief description of the work.

Provide the contact/reference information of the specific individuals from the Owner and the Architect that worked with your team through the project.

NOTE: Team organization and resumes are welcomed but not required until the RFP phase of the selection process

6. Joint Venture Experience - If a joint venture for CM services is proposed, provide information for the projects the firms have participated on together.

- List the projects that have been completed together.
- For each project list the project name, size, cost, delivery method used and a brief description of the work.
- Provide the contact/reference information of the specific individuals from the Owner and the Architect that worked with your team through the project.
- If no experience working on projects together state this clearly.
- If not a joint venture state this clearly

7. Project Approach – Provide the following:

- Information that will indicate how your firm would approach this project.

8. Minority Participation – Provide an explanation of the following:

- Your firm's approach to local Hartford and minority participation.
- Your plan and suggestions to exceed the city goals.

9. Safety – Provide the following:

- A letter from your insurance carrier indicating your EMR rating for the last three years.

10. Bonding Capacity – Provide the following information:

- The name of your bonding company
- Your bonding limitation
- Your bonding company's AM Best rating
- The name and telephone number of your agent.

11. CT DAS Contractor Prequalification Certificate – CM must include in this section a copy of the mentioned document and current update statement

- The document must show active status and prequalification classification.

12. Insurance - Provide the following:

- Insurance company name and agents, your insurance coverage including type and limits with a sample certificate of representative coverage.

13. Contract for Services – TBD

14. Past Claims or Disputes – Indicate the following:

- Any claims, disputes, or arbitration proceedings that have occurred on any projects in the last five (5) years and who they were with.
- Give a status of each even if they are pending.

V. METHOD OF SELECTION

The selection committee will develop a short list of at least two (2) but no more than four (4) firms. All respondents will then be notified in writing. The selection committee will then interview the selected firms. The Program Manager will confirm scheduled time and location of the interview. Firms selected for interview will be required to submit a written response to a Request for Proposal and present that information in an oral presentation not to exceed (30) minutes.

VI. GENERAL TERMS AND CONDITIONS

A prospective respondent must be willing to adhere to and accept the terms and conditions of this RFQ, including the following, and must positively state its acceptance and compliance with them in its response to this Request for Qualifications.

- 1. Acceptance or Rejection by the HSBC** – The HSBC reserves the right to accept and/or reject any or all qualifications submitted for consideration to serve the best interests of the HSBC and the City of Hartford (City). Respondents whose qualifications are not accepted will be notified in writing.
- 2. Ownership of Documents** – All qualification statements submitted in response to this RFQ are to be the sole property of the HSBC and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
- 3. Ownership of Subsequent Products** – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ is to be the sole property of the HSBC and the City of Hartford unless stated otherwise in the RFQ or contract.
- 4. Timing and Sequence** – Timing and sequence of events resulting from this RFQ will ultimately be determined by the HSBC, City of Hartford (City) and/or the Program Manager.
- 5. Oral Agreements** – Any alleged oral agreement or arrangements made by a respondent with any board, commission, agency, employee, or representative of HSBC or City will be void and of no force and effect.
- 6. Amending or Canceling Requests** – The HSBC reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the HSBC and the City to do so.

- 7. Rejection for Default or Misrepresentation** – The HSBC reserves the right to reject the qualifications of the respondent that is in default of any prior contract or for misrepresentation.
- 8. Owner's Clerical Errors in Awards** – The HSBC reserves the right to correct inaccurate awards resulting from its clerical errors.
- 9. Rejection of Qualification Statements** – Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- 10. Changes to Qualification Statements** - *No additions or changes to the original qualification statements will be allowed after the deadline for submittal.*
- 11. Contract Requirements** – A formal agreement will be entered into with the firm selected. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award and may be amended/revised by the HSBC, the City of Hartford and/or the Program Manager at their discretion.
- 12. Rights Reserved to the Hartford School Building Committee** – The HSBC reserves the right to award in part, to reject any and all qualification statements and/or proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the HSBC and the City will be served.
- 13. Withdrawal of Qualification Statements** – Negligence on the part of the respondent in preparing the qualifications confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.
- 14. Assigning, Transferring of Agreement** – The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior consent and approval in writing by the Hartford School Building Committee.
- 15. Cost of Preparing Qualification Statements** – The Hartford School Building Committee and the City shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- 16. Release & Waiver** – Each respondent releases and waives any and all claims or actions that it may have against HSBC, the City and/or their respective officers, directors, employees or authorized agents as a result of, or in connection with, the exercise of any rights of HSBC under this RFQ or subsequent RFP, including but not limited to Article V hereof.
- 17. Indemnification and Insurance** – Each respondent acknowledges and agrees that the following provisions will be included in the formal agreement referred to in section 11 above.
 - A. Indemnification**
 - i.** Respondent shall, at all times, defend, indemnify, protect and save harmless HSBC and City, and their respective officers, agents and employees (collectively, the "Indemnitees") from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person, including death, property damage or other damages sustained by any of the Indemnitees, respondent or any other person, party, or entity, to the extent any such

injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions, errors or negligence of respondent or any of its officers, agents, representatives, employees or subcontractors. The expenses covered by the foregoing indemnification shall include those to investigate, defend and settle any claim, judgment or payment of any legal liability. Upon demand of HSBC, respondent shall immediately pay to HSBC the amount of any expenses incurred by any of the Indemnities that is covered by the foregoing indemnification. The obligations of respondent under this indemnification shall survive the termination or expiration of this Agreement. The existence of insurance shall in no way limit the scope of this indemnification.

B. Insurance

- i. Respondent shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the insurance set forth on the certificate submitted by respondent and approved by HSBC, including any required endorsements thereto and amendments thereof. Respondent shall be solely responsible for any deductibles or retentions required in connection with the above-referenced insurance, and respondent shall indemnify and hold harmless HSBC and the City for any cost or liability associated with such deductibles or retentions, including but not limited to any payment thereof.
- ii. Prior to commencing any work, respondent shall submit to HSBC and City a new certificate or certificates in an accord form or a form of the same format for each insurance referenced in Subsection (a) above certifying that such insurance is in full force and effect and setting forth the information required by Subsection (c) below. Additionally, respondent shall furnish to HSBC and City within thirty (30) days before the expiration date of the coverage of each insurance referenced in Subsection (a) above, a certificate or certificates containing the information required by Subsection (c) below and certifying that such insurance has been renewed and remains in full force and effect.
- iii. All policies for each insurance referenced in subsection (a) above shall: (i) include HSBC and the City as additional insured (this requirement shall not apply to workers' compensation insurance, employers' liability insurance or professional liability insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days prior written notice to HSBC and the City by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) contain a waiver of subrogation holding HSBC and the City free and harmless from all subrogation rights of the insurer; and (v) provide that such insurance hereunder is the primary insurance and that any other insurance that HSBC or the City may have shall be deemed in excess of such primary insurance.
- iv. All policies for each insurance required hereunder shall be issued by insurance companies that are licensed to conduct business in the State of Connecticut and have a current A.M. Best's minimum financial size rating of X and key rating of A-.
- v. All of the insurance requirements set forth in this paragraph B. shall apply to any subcontractors hired by respondent to perform any of its obligations hereunder. HSBC reserves the right to require any additional

insurance coverage for any specific work to be performed by any of respondent's subcontractors.

- vi. No provision of this paragraph B. shall be construed or deemed to limit respondent's obligations under this Agreement to pay damages or other costs or expenses.

18. Affirmative Action – Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO) and the City's EEO/MWBE ordinances and regulations.

VII. EQUAL OPPORTUNITY EMPLOYMENT

Sec. 7-3 Contract Provisions Required Pertaining to Equal Opportunity in Employment

1. Every Contract made by or on behalf of the Hartford Schools Building Committee and the City for the design, construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.
2. The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.
3. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director.
 - A. The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of work involved, in any manner prohibited by the laws of the United States, the State of Connecticut, or the City. The contractor also agrees to provide the Affirmative Action Officer of the City with such information that he may request concerning the employment practices and procedures of the contractor as related to the provisions of this section.
 - B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection or retention of subcontractors, or in the procurement of materials, equipment or services.
 - C. The contractor shall hereinafter post on the Project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.
 - D. In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligation under this contract relative to non-discrimination, and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

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- E. Nothing herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this Project.

VIII. INSURANCE REQUIREMENTS

Provide a copy of insurance certificate to indicate the insurance limits for Workers Compensation, Employers Liability, Commercial General Liability, Business Automobile Liability, and Professional Liability.

END OF REQUEST FOR QUALIFICATIONS (RFQ)

Bulkeley High School Renovation
State Project No. 064-0313
BOE Office Relocation
State Project No. 064-0314