

**TOWN OF HEBRON**  
**REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS**  
**Hebron Elementary School Drinking Water Remediation Project**  
**Clerk of the Works**

**RFQ/RFP 2020-07**

The Hebron Elementary School Drinking Water Remediation Building Committee on behalf of the Town of Hebron and the Hebron Board of Education is soliciting Request for Qualifications (RFQs) and Request for Proposals (RFPs) from individuals to fulfill the role as the “Clerk of the Works.”

RFQ/RFP packages are available at the Town Manager’s Office, 15 Gilead Street, Hebron, CT 06248, by calling 860-228-5971 x122, on the Town of Hebron website <https://hebronct.com/contact-us/bids/> or on the CT DAS website at [www.biznet.ct.gov](http://www.biznet.ct.gov). An original and six (6) copies of the sealed Statement of Qualifications/Proposals must be received in the Town Manager’s Office, in envelopes plainly marked “RFQ/RFP Hebron Elementary School Drinking Water Remediation Project Clerk of the Works RFQ/RFP # 2020-07” by 2:00 p.m. on Thursday, March 12, 2020. The Town of Hebron reserves the right to accept or reject any and all Statement of Qualifications/Proposal, or any part thereof, if it is in the best interest of the town.

Andrew J. Tierney  
Town Manager

## TOWN OF HEBRON

### REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS

#### CLERK OF THE WORKS

The Hebron Elementary School Drinking Water Remediation Building Committee on behalf of the Town of Hebron and the Hebron Board of Education is soliciting Request for Qualifications (RFQs) and Request for Proposals (RFPs) from individuals to fulfill the role as the "Clerk of the Works."

**Location of the Project:** Hebron Elementary School, 92 Church Street, Hebron, CT 06248

**Scope of the Project:** As a result of lead from existing solder joints leaching into the domestic water pipes, the scope of the project shall include, but not be limited to, the complete removal and replacement of all domestic water lines, faucets and hot water heaters.

**Project Budget:** *The total project budget is approximately \$1 million dollars.*

**Project Team:** *The Architects and Engineers for the Project are Silver, Petrucelli & Associates, Inc. of Hamden, CT and the Prime Trade Contractor is The Nutmeg Companies of Norwich, CT.*

**Schedule for the Project:** A majority of the work shall be undertaken during the Summer recess of 2020. ***However, some work will begin during the Spring Vacation in April.*** The work will begin in earnest on or about June 15<sup>th</sup>, with all work needing to be completed on or before August 14<sup>th</sup>.

**Work Schedule for the Project:** The prime Trade Contractor is now under contract. They anticipate that their work schedule will be Monday through Saturday from 7:00 a.m. until 5:00 p.m.

**Scope of Work for the Clerk of the Works:** Individuals who have demonstrated a work history in the construction related trades, particularly working in or overseeing the mechanical and plumbing trades will be considered. The Clerk of the Works shall be responsible for overseeing and acting on behalf of the Building Committee and the Town and acting as their 'eyes and ears.'

The replacement work will be above the corridor ceilings; within existing wet walls of toilet rooms; and the tunnels under the school. In regard to the work in the tunnels, the Clerk of the Works must not be averse to performing inspection work in tight and confined spaces.

#### **Specific Roles and Responsibilities:**

- ***The Clerk of the Works shall be on the Project Site no less than 25 hours from Monday through to Friday and be on the Project Site no less than three (3) hours on any of those five days. The Respondent shall provide an all-inclusive hourly rate for these services on the Bid Form that is part of this RFQ/RFP.***
- ***The Respondent should anticipate that there may be a requirement to be on the Project Site on some Saturdays and Sundays. The Respondent shall provide an***

***all-inclusive hourly rate for these services beyond the 25 hours that is described in the above bullet item on the Bid Form that is part of this RFQ/RFP.***

- The Clerk of the Works shall be responsible for communicating directly to the Building Committee Chairman on any urgent issues;
- The Clerk of the Works shall be responsible for issuing a formal written progress report with photographs on a weekly basis to the Building Committee;
- The Clerk of the Works shall be responsible for inspecting the work to be sure that it is both in compliance with the Contract Documents and to assure that the work in compliance with the Trade Contractor's Construction Schedule;
- The Clerk of the Works shall evaluate the work that is being completed at each stage or phase to assure the prime Trade Contractor will be completing on time;
- The Clerk of the Works shall evaluate the prime Trade Contractors on site workforce to be sure that it appears adequate to prosecute the work in an expedient manner;
- The Clerk of the Works shall participate in the weekly Trade Contractor and Design Team meetings;
- The Clerk of the Works shall communicate directly with the Design Team on any concerns or questions, while also copying the Building Committee Chair with said communications;
- The Clerk of the Works shall advise the Design Team and the Building Committee of any potential risks either to the Schedule or the Budget;
- The Clerk of the Works must establish and maintain a good working relationship with all Team members;

**Qualifications and Proposal:**

The Respondent shall provide six (6) copies of their proposal that includes information that demonstrates the proposed Clerk of Work's experience, knowledge and qualifications. In addition, the Respondent must provide proposed hourly labor rates inclusive of all taxes, insurance, overhead, profit and all miscellaneous expenses (Page 6 – Bid Form).

***Submission Date for RFQ/RFPs: The submission date for all RFQ/RFPs shall be no later than 2:00 p.m. on Thursday, March 12, 2020. All submissions must be in a sealed envelope*** plainly marked "RFQ/RFP # 2020-07 Hebron Elementary School Drinking Water Remediation Project Clerk of the Works" *and addressed to:*

***Mr. Andrew Tierney, Town Manager  
Town of Hebron  
15 Gilead Street  
Hebron, CT 06248***

***Requests for Information/Requests for Clarifications: The submission deadline for all Requests for Information/Requests for Clarifications shall be no later than 1:00 p.m. on Thursday, March 5, 2020. All information shall be submitted in written fashion to Andrew Tierney, Town Manager, via e-mail at [atierney@hebronct.com](mailto:atierney@hebronct.com).***

**LATE Statements of Qualifications WILL NOT BE CONSIDERED**

## GENERAL INFORMATION

**1. Rejection of Statements of Qualifications:** The Town reserves the right to reject any and all Statement of Qualifications/Proposals received as a result of this RFQ/RFP, if it is in the best interest of the town.

### **2. Conflict of Interest**

The Statement of Qualification shall provide a statement that no conflict of interest exists in rendering service to and in representing the Town of Hebron.

Non-Collusion Affidavit and Code of Ethics - All Statement of Qualification shall include an executed copy of the Town's Non-Collusive Affidavit (Appendix I). All proposers shall abide by the requirements of the Town's Code of Ethics.

### **3. Insurance Requirements**

The Town reserves the right to waive any portion or adjust downward the amount of insurance required depending on the exposures to the Town. The Contractor shall furnish a certificate of insurance to the Town Manager or his designee for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Hebron will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

Any aggregate limit shall apply per project. Contractor's insurance shall be primary over any other valid and collectible insurance. Any deductibles are the sole responsibility of the Contractor. Such policy shall name the Town of Hebron as "additional insured".

- A. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations, Broad Form Property Damage:

\$1,000,000 Bodily Injury per Occurrence

\$1,000,000 Property Damage per Occurrence

\$1,000,000 Combined Single Limit

Property damage Liability for the following hazards if applicable:

X (Explosion), C (Collapse), U (Underground damage).

- B. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Bodily Injury per Occurrence

\$1,000,000 Property Damage per Occurrence

\$1,000,000 Combined Single Limit

C. Owners Protective Liability:

On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows: The Town of Hebron, The Hebron Board of Education (where appropriate), and its respective Officers, agents and servants.

D. Worker's Compensation: In accordance with Connecticut State Statutes. Employers Liability Limit - \$1,000,000.

E. Professional liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Counsel, Accountants, Actuaries, Agents of Record). Additional coverage and limits may be required based upon the particular services contracted.

**TOWN OF HEBRON**

**REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS**

**CLERK OF THE WORKS**

**Hebron Elementary School Drinking Water Remediation Project**

**RFQ/RFP 2020-07**

**BID FORM**

- **The all-inclusive Hourly Rate for the Clerk of the Works to be on the Project Site no less than 25 hours from Monday through to Friday and be on the Project Site no less than three (3) hours on any of those five days.**

**HOURLY RATE:** \_\_\_\_\_

- **The all-inclusive Hourly Rate for the Clerk of the Works to be on the Project Site on some Saturdays and Sundays above the 25 hours from Monday through to Friday.**

**HOURLY RATE:** \_\_\_\_\_

**APPENDIX I**

**TOWN OF HEBRON**  
**Department of Finance**  
**NON COLLUSIVE AFFIDAVIT OF PROPOSER**

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

- (1) the submitting company developed the Statement/Proposal independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent submissions or competition;
- (2) the submitting company, its employees and agents have not communicated the contents of the submission to any person not an employee or agent of the proposer and will not communicate the submission to any such person prior to the official opening of the Statement of Qualification/Proposal, and
- (3) acknowledges that the Town of Hebron's Code of Ethics has been received and understood.

The undersigned submitter further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the Statement of Qualifications/Proposal and make an award in accordance therewith.

\_\_\_\_\_

Legal Name of Submitter/Firm	Business Address
------------------------------	------------------

\_\_\_\_\_

Signature and Title	Date
---------------------	------

\_\_\_\_\_  
Printed Name of Title Person

Subscribed and Sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public  
My Commission Expires

\_\_\_\_\_

# Hebron Code of Ethics

Effective November 5, 2019

## I. Persons Governed by this Code

This code shall apply to all Town officials, officers and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as “persons governed by this code.”

## II. Purpose

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this code shall strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron, including but not limited to conduct or communication in any public forum or media.

## III. Definitions

As used in this Chapter, the following listed words and phrases shall have these specific meanings:

- A. **Conflict of Interest:** A conflict between one’s obligation to the public good and one’s self-interest.
- B. **Financial Interest:** Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.
- C. **Gift:** Anything having value whether in the form of service, loan, tangible property, promise or any other form. However a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.
- D. **Immediate Family:** Includes spouse/domestic partner, siblings, child(ren), parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.



- E. ***Independent Contractor:*** Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.
  
- F. ***Personal Interest:*** Any non-monetary benefit, special consideration, treatment or advantage accruing to persons governed by this code which is not equally available to the general public.

#### **IV. Conflicts of Interest**

No person governed by this code shall use his position or office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated or member of his immediate family shall enter into a contract with the Town unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

#### **V. Disclosure and Recusal**

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the Town Clerk, and this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town.

No person governed by this code shall appear on behalf of private interests before any agency of the Town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town on his own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town, no former employee or Town official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

**VI. Gifts**

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town provided it remains in the Town's possession.

**VII. Use of Town Assets**

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

**VIII. Use of Confidential Information**

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.