|  |
| --- |
| **DIVISION 6**  **QBS SCREENING SHORTLIST QUESTIONNAIRE FOR CMR SERVICES** |

|  |  |  |
| --- | --- | --- |
| **CMR INSTRUCTIONS** | | |
| **Step 1** | | Read Section 1 “Project Information”. |
| **Step 2** | | Complete Section 2 “Prospective CMR Information”. |
| **Step 3** | | Complete Section 3 “Notary Statement”. |
| **Step 4** | | Answer **all nine (9) questions** in Section 4: “Questions”:   * Question Number 1: Major Contractor’s License * Question Number 2: DAS Prequalification Certificate and DAS Update (Bid) Statement * Question Number 3: Construction Management At Risk Experience * Question Number 4: Safety / Criminal * Question Number 5: Surety * Question Number 6: Insurance * Question Number 7: Claims History (for information purposes *only*) * Question Number 8: Affirmative Action * Question Number 9: Prior Disqualification (for information purposes *only*) |
| Each prospective CMR must answer **all nine (9) questions** and provide **all** requested information, where applicable. No answers or negative answers to the **nine (9)** **questions** may cause the prospective CMR to be considered “unsatisfactory” and **not** shortlisted with respect to this Project at the sole discretion of the State of Connecticut Department of Administrative Services, Division of Construction Services (DCS). |
| Any prospective CMR not shortlisted as a result of their answers to this Questionnaire will receive a written response from the DCS QBS Unit explaining the decision. |
| **Confidentiality:** All information submitted for **QBS Screening Shortlisting for CMR Services** shall be considered official information acquired in confidence, and DCS will maintain its confidentiality to the extent permitted by law. | | |
| **Debriefing:** Any prospective CMR not shortlisted can request a debriefing meeting to discuss the decision with the DCS QBS Unit. | | |

|  |
| --- |
| Section 1: Project Information |

|  |  |
| --- | --- |
| **Submittal Deadline:** | Deadline for the receipt of the **1713** **QBS Screening Shortlist Questionnaire for CMR Services**for this Project is as stated in the **1700 RFQ Web Advertisement For CMR Services** for this Project. |

|  |  |
| --- | --- |
| **Contract Number:** | **BI-JA-465-CMR** |

|  |  |
| --- | --- |
| **Project Title:** | York Correctional Central Plant and Distribute System |

|  |  |
| --- | --- |
| **Project Location(s):** | York Correctional institute 201 West Main Street, Niantic, CT |

|  |  |
| --- | --- |
| **User Agency Name:** | Department of Correction (DOC) |

|  |  |
| --- | --- |
| **Estimated Cost of the Work:** | $45,800,000 |

|  |  |  |
| --- | --- | --- |
| **Construction Phase:** | 730 | **Calendar Days** (From Construction Start Date to Substantial Completion Date.) |

|  |  |
| --- | --- |
| **Project Description:** | **This Project’s Scope of Work shall include, but not be limited to, the following:**  The Department of Administrative services (DAS) Construction Services is seeking the services of a highly talented and experienced Construction Manager at Risk (CMR).  The purpose of this project is to completely upgrade both the existing Central Plant and all the underground distribution piping for both high temperature hot water and chilled water, at the York CI facility, Niantic, CT. The existing systems are 24 years old and in poor condition.  This project will consist of the installation of approximately 32,000 LF of 10 inch underground piping, (HT/Chilled piping supply/return), which will connect to 18 buildings, starting from the Central Plant. Underground piping replacement shall also include all replacement of all valves and vaults for both heating and chilled water piping systems.  The proposed new Central Plant, which will be located next to the existing Plant and would be a single story, approximately 9,700 SF. New Central Plant – will consist of (3) 350 ton chillers with space for a future fourth; cooling tower with 3 cells; (3) 350 hp high efficiency boilers and all associated required pumps, valves and chemical treatment accessories.  The existing buildings have no basements so the new underground piping will need to be piped in various directions to enter the existing mechanical rooms in each building.  The York CI facility is an all-women’s prison facility and the contractors working inside the perimeter fence lines, must conform to DOC Security Guidelines and restrictions.  **This Project is not under the “High Performance Building” standards.**  **This project will require Building Commissioning for the new Central plant and all new piping tie-ins to the existing building mechanical rooms, for 18 buildings.**  **Participation in budget reconciliation and value engineering with a Construction Administrator or CMR.** |

|  |  |
| --- | --- |
| Section 1: Project Information (Continued) | |
|  |  |
| **Objective Criteria for CMR Screening Shortlist:** | The prospective Construction Manager At Risk\* (CMR) must demonstrate that they meet the objective criteria for shortlist consideration for this specific project. The **QBS Screening Shortlist Questionnaire for CMR Services** will be used to evaluate the prospective CMR’s construction management experience, performance, and bonding ability **with projects of the same size, complexity, and construction dollar value of the project** for which subcontractor bids are to be submitted and the CMR had entered into contracts with the trade subcontractors to perform their trade work. The evaluation of the prospective CMR’s, construction management experience, past performance and bonding ability will be based upon their financial, managerial, and technical abilities, their integrity, and their absence of conflicts of interest.  *Prospective CMR’s, during the past eight (8) years, must have reached substantial completion on* ***three (3) or more*** *projects of similar complexity, equal or greater size, and “Cost Of Work” dollar value of this project for which subcontractor bids are to be submitted.* ***The prospective CMR must have been the Construction Manager At Risk\* for the projects, which have been completed through competitive public bidding.***  The CMR will be evaluated based on the record of their performance throughout all phases of the projects and not just the end results of projects, within the **eight (8) year** review period.  **\*Construction Manager at Risk (CMR)** reviews and participates in design and the production of the construction documents with Owner and Architect. The CMR solicits trade bids on behalf of the Owner from trade subcontractors on a competitive basis. The CMR shall agree upon a Guaranteed Maximum Price to perform the work identified in the Bid Documents and enters into contracts with these trade subcontractors to perform their trade work.  **Important Note:** Projects that a firm has completed as “General Contractor” or a “Construction Manager as Agent” (i.e. Projects where the firm did not enter into contracts with these trade subcontractors to perform their trade work) shall not qualify as acceptable CMR Project Experience for this Selection. |

|  |  |  |
| --- | --- | --- |
| **Prequalification Certificates and Major Contractor's License:** | Each prospective CMR **must** have the following: | |
| **1.** | A State of Connecticut Department Of Administrative Services (DAS) **Contractor Prequalification Certificate** and DAS **Update (Bid) Statement** for the DAS Contractor Classification **Construction Manager At Risk (Group A, B, or C)\*,** and |
| **2.** | A **current and active** State of Connecticut Department of Consumer Protection (DCP) **Major Contractor's License** at the time of the submittal of this Questionnaire. |
| **\*Note:** See the **“DAS Contractor Classification Name”** in the **1700 RFQ Web Advertisement for CMR Services** for this Project to determine the applicable DAS Contractor Classification Group for CMR Firms (A, B, or C). | |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Section 2: Prospective CMR Information | | | | | | | | |
| All prospective CMR’s must submit this **QBS Screening Shortlist Questionnaire for CMR Services**, with all portions completed, including any required attachments. | | | | | | | | |
|  | | | | | | | | |
| **Dated at** |  | | | | | | | |
|  | | |  | | | | | |
|  | | |  | | | | | |
| **Signed this** |  | **day of** | |  | |  | **20** |  |
|  | | |  | | | | | |
|  | | |  | | | | | |
| **Name of Organization:** |  | | | | | | | |
|  |  | | | | | | | |
|  |  | | | | | | | |
| **Address of Organization:** |  | | | | | | | |
|  |  | | | | | | | |
|  |  | | | | | | | |
|  |  | | | | | | | |
|  |  | | | | | | | |
|  |  | | | | | | | |
|  | | **Signature** | | |  | | | |
|  | |  | | |  | | | |
|  | | **(Print Name)** | | |  | | | |
|  | |  | | |  | | | |
|  | | **Title** | | |  | | | |
|  | |  | | |  | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Section 3: Notary Statement** | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | |
| **Mr./Mrs./Ms.** |  | | | | | | | | | **being duly sworn** | | | | |
|  | | | | | | | | | | | | | | |
| **deposes and says that he/she is the** | | | |  | | | | | | | | | | **of** |
|  |  | | | **(Position or Title)** | | | | | | | | | |  |
|  | | | | | | | | | | | | | | |
|  | | | | | | | **, and that the answers to the foregoing** | | | | | | | |
| **(Firm Name)** | | | | | | |  | | | | | | | |
|  | | | | | | | | | | | | | | |
| **Questions and all statements therein contained are true and correct.** | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | |
| **Subscribed and sworn before me this** | | | | |  | **day of** | |  | | | | **20** |  | |
|  | |  | | | | |  | | | | | | | |
| **Notary Public** | |  | | | | | | | | | | | | |
|  | |  | | | | |  | | | | | | | |
| **My Commission Expires** | | |  | | | | | | **20** | |  | | | |
|  | | |  | | | | | |  | |  | | | |

|  |
| --- |
| **Section 4: QUESTIONS** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1.** | **DCP Major Contractor’s License:**  The CMR must have a State of Connecticut Department of Consumer Protection (DCP) **Major Contractor’s License**. Submit name, license number, date issued, and expiration date. | | | |
| **1.1** | Is a copy of the DCP **Major Contractor’s License** inserted behind the **Division 4 Tab** of the **QBS Submittal Booklet for CMR Services**? | | |
|  | Yes | |
|  | No – UNSATISFACTORY RESPONSE | |
| **1.2** | Name of **Major Contractor’s License** holder exactly as on file with the State of Connecticut: | | |
| **Name:** | |  |
| **License Number:** | |  |
| **Date Issued:** | |  |
| **Expiration Date:** | |  |
| **1.3** | Has your firm's **Major Contractor’s License** ever been suspended or revoked by the DCP? | | |
|  | Yes – UNSATISFACTORY RESPONSE | |
|  | No | |

|  |  |  |  |
| --- | --- | --- | --- |
| **2.** | **DAS Contractor Prequalification Certificate and DAS Update (Bid) Statement:**  The CMR must have a State of Connecticut Department of Administrative Services (DAS) **Contractor Prequalification Certificate** and DAS **Update (Bid) Statement** for the DAS Contractor Classification “Construction Manager At Risk (Group A, B, or C, as applicable\*)”.  \*See the **“DAS Contractor Classification Name”** in the **1700 RFQ Web Advertisement for CMR Services** for this Project for the applicable CMR “Group” designation (Group A, B, or C). | | |
| **2.1** | Are copies of the DAS **Contractor Prequalification Certificate** and the DAS **Update (Bid) Statement** for the DAS Contractor Classification “Construction Manager At Risk (Group A, B, or C, as applicable) inserted behind the **Division 4 Tab** of the **QBS Submittal Booklet for CMR Services**? | |
|  | Yes |
|  | No – UNSATISFACTORY RESPONSE |
| **2.2** | Has your firm ever been deemed not Prequalified by DAS for the DAS Contractor Classification “Construction Manager At Risk (Group A, B, or C, as applicable)”? | |
|  | Yes – UNSATISFACTORY RESPONSE |
|  | No |

|  |  |  |  |
| --- | --- | --- | --- |
| **3.** | **Construction Management at Risk (CMR)\* Experience:**  **\*Construction Manager at Risk (CMR)**: The CMR reviews and participates in design and the production of the construction documents with Owner and Architect. The CMR solicits trade bids on behalf of the Owner from trade subcontractors on a competitive basis. The CMR shall agree upon a Guaranteed Maximum Price to perform the work identified in the Bid Documents and enters into contracts with these trade subcontractors to perform their trade work.  **Important Note:**  Projects that a firm has completed as “General Contractor” or a “Construction Manager as Agent” (i.e. Projects where the firm did not enter into contracts with these trade subcontractors to perform their trade work) shall not qualify as equivalent or acceptable CMR Project Experience for this Selection. | | |
| **3.1** | In the past **ten (10)** years has your firm completed and reached substantial completion on **three (3)** or more projects having equal or greater size, complexity, and construction dollar value of this project for which subcontractor bids are to be submitted to the CMR? The prospective CMR must have been a **\*Construction Manager At Risk (CMR)** (as defined above) for the projects, which shall have been completed through a competitive public bidding process. | |
|  | Yes |
|  | No – UNSATISFACTORY RESPONSE |
| **3.2** | If the answer to **3.1** is **“Yes”**, provide the following information on **three (3)** such projects. Provide the same information in the following format for each project, for a minimum of **three (3)** [*maximum of five (5*)]projects: If additional **CMR Project Information** is submitted, please attach it to this Questionnaire in the same format. | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Table 3.2 – CMR Project Information** | | | | | | |
| **CMR Project No.:** | | **1** | | | | |
| **3.2.1** | Was the Firm the Construction Manager At Risk for this Project? | |  | Yes |  | No – Role in Project: |
| **3.2.2** | Project Name: | |  | | | |
| Project Location: | |  | | | |
| **3.2.3** | Name of Project Owner: | |  | | | |
| Phone Number of Project Owner: | |  | | | |
| **3.2.4** | Name of Project’s Design Professional: | |  | | | |
| Phone Number of Design Professional: | |  | | | |
| **3.2.5** | Date CMR contract was signed: | |  | | | |
|  | Date of substantial completion: | |  | | | |
| **3.2.6** | Contract amount: | | $ |  | | |
| **3.2.7** | Contract time (calendar days): | |  | | | |
| **3.2.8** | Number of days liquidated damages were assessed: | |  | | | |
| **3.2.9** | Did the project include scope of work similar to that in the Project Description for this project? | |  | Yes |  | No |
| **3.2.10** | Name of CMR’s Project Manager: | |  | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Table 3.2 – CMR Project Information** | | | | | | |
| **CMR Project No.:** | | **2** | | | | |
| **3.2.1** | Was the Firm the Construction Manager At Risk for this Project? | |  | Yes |  | No – Role in Project: |
| **3.2.2** | Project Name: | |  | | | |
| Project Location: | |  | | | |
| **3.2.3** | Name of Project Owner: | |  | | | |
| Phone Number of Project Owner: | |  | | | |
| **3.2.4** | Name of Project’s Design Professional: | |  | | | |
| Phone Number of Design Professional: | |  | | | |
| **3.2.5** | Date CMR contract was signed: | |  | | | |
|  | Date of substantial completion: | |  | | | |
| **3.2.6** | Contract amount: | | $ |  | | |
| **3.2.7** | Contract time (calendar days): | |  | | | |
| **3.2.8** | Number of days liquidated damages were assessed: | |  | | | |
| **3.2.9** | Did the project include scope of work similar to that in the Project Description for this project? | |  | Yes |  | No |
| **3.2.10** | Name of CMR’s Project Manager: | |  | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Table 3.2 – CMR Project Information** | | | | | | |
| **CMR Project No.:** | | **3** | | | | |
| **3.2.1** | Was the Firm the Construction Manager At Risk for this Project? | |  | Yes |  | No – Role in Project: |
| **3.2.2** | Project Name: | |  | | | |
| Project Location: | |  | | | |
| **3.2.3** | Name of Project Owner: | |  | | | |
| Phone Number of Project Owner: | |  | | | |
| **3.2.4** | Name of Project’s Design Professional: | |  | | | |
| Phone Number of Design Professional: | |  | | | |
| **3.2.5** | Date CMR contract was signed: | |  | | | |
|  | Date of substantial completion: | |  | | | |
| **3.2.6** | Contract amount: | | $ |  | | |
| **3.2.7** | Contract time (calendar days): | |  | | | |
| **3.2.8** | Number of days liquidated damages were assessed: | |  | | | |
| **3.2.9** | Did the project include scope of work similar to that in the Project Description for this project? | |  | Yes |  | No |
| **3.2.10** | Name of CMR’s Project Manager: | |  | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **4.** | **Safety / Criminal:** | | | | | |
| **4.1** | Has your Firm ever violated any Occupational Safety and Health Act (OSHA) or any standard, order or regulation promulgated pursuant to such act during the three year (3) period preceding the **QBS Screening Shortlisting for CMR Services** for this Project? | | | | |
|  | Yes – UNSATISFACTORY RESPONSE | | | |
|  | No | | | |
| List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the **three year (3) period** preceding the **QBS Screening Shortlisting for CMR Services** for this Project. (If such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970). Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. Also indicate if any violations were appealed and the status and/or disposition: | | | | |
| **Violation** | | | | **Status** |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
| **4.2** | Has your Firm had any criminal convictions related to the injury or death of any employee in the **three year (3) period** preceding the **QBS Screening Shortlisting for CMR Services** for this Project? If yes, provide written explanation of any such convictions. | | | | |
|  | | Yes– UNSATISFACTORY RESPONSE | | |
|  | | Explanation: |  | |
|  | | No | | |
| **4.3** | Does your Firm have a written injury and illness prevention program? | | | | |
|  | | Yes | | |
|  | | No – UNSATISFACTORY RESPONSE | | |
| **4.4** | Will your firm have personnel permanently assigned to safety on this Project? | | | | |
|  | | Yes | | |
|  | | No – UNSATISFACTORY RESPONSE | | |
| If yes, state the names of all such personnel who will be assigned and individually list their specific duties (if necessary, list additional names in Section 10, “Prospective CMR Comments”, in this Questionnaire): | | | | |
| Name and Title | | | | Specific Duties |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |
|  | | | |  |

|  |  |  |
| --- | --- | --- |
| **5.** | **Surety:** | |
| **5.1** | Provide the following information on all sureties utilized in the past **ten (10)** years (provide a separate table for each surety): |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Table 5.1 Sureties Utilized in Past Ten (10) Years** | | | | | |
| **5.1.1** | **Surety name:** |  | | | |
| **5.1.2** | Surety phone number: |  | | | |
| **5.1.3** | Period covered by surety: |  | | to |  |
| **5.1.4** | Maximum amount of bonding capacity provided by surety: | $ |  | | |
| **5.1.5** | Number of construction contracts taken over by surety for completion: |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **5.2** | Provide the name and telephone number of the surety to be used on **this** construction contract: | | |
| **Name:** | |  |
| **Phone No.:** | |  |
| **5.3** | Is your firm able to obtain the required bonding for **100%** of the amount of the **“Estimated Cost Of The Work”** budget? See the **1700 RFQ Web Advertisement For CMR Services** for this Project for the “Estimated Cost Of The Work”. | | |
|  | Yes | |
|  | No – UNSATISFACTORY RESPONSE | |
| **5.4** | If yes, provide a notarized declaration from the surety listed in Item 5.2 stating the amount of bonding capacity available to your firm for this CMR Agreement.  Is the notarized declaration attached? | | |
|  | Yes | |
|  | No – UNSATISFACTORY RESPONSE | |

|  |  |  |  |
| --- | --- | --- | --- |
| **6.** | **Insurance:**  The CMR shall be required to purchase and maintain insurance as set forth below and any other insurance required in \***00 72 23 General Conditions for CMR**, Article 35 during both phases of the Project. Such insurance shall be written for not less than the following limits: | | |
| **6.1** | Is your firm able to obtain the following insurance described in this **Section 6 - Insurance** in the limits stated? (See DCS \***00 72 23 General Conditions for CMR** Article 35, *Contractor’s Insurance* for additional information) | |
|  | Yes |
|  | No – UNSATISFACTORY RESPONSE |
| **6.2** | If yes, provide **notarized declarations from your insurance carriers** stating that your firm is able to obtain all types of required insurance listed in this **Section 6.0 - Insurance**, in the limits stated, for this CMR Agreement.  Are all of the applicable notarized declarations attached? | |
|  | Yes |
|  | No – UNSATISFACTORY RESPONSE |
| **\*Note:** **00 72 23 General Conditions for CMR** are posted in the DCS Library on the DCS Website: | | |
|  | **1** | Go to the DCS Website: [**www.ct.gov/dcs**](http://www.ct.gov/dcs/) |
| **2** | At the top of the DCS Home Page click on the **DCS Library** link. |
| **3** | Scroll down to **“5000 Series - General Conditions & General Requirements” - “CMR Projects”** |
| **4** | Click on the “**00 72 23 General Conditions for CMR”** link. |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **6.** | **Insurance (continued):** | | | | | | | | | | |
| **6.3** | **Workers' Compensation and Employers' Liability:** As required by Connecticut Law and Employers’ Liability with a limit of not less than: | | | | | | | | | |
|  | **Statutory Workers' Compensation and Employers Liability:** | | | | | | | | |
| **Workers' Compensation:** | | | | Statutory Limits | | | | |
| **Employers' Liability:** | | | |  | | | | |
|  | Bodily injury per occurrence: | | | **$** | | **100,000.00** | | per occurrence |
|  | Bodily injury by illness | | | **$** | | **500,000.00** | | policy limit |
|  | Bodily injury by illness: | | | **$** | | **100,000.00** | | each employee |
| **6.3.1** | Is your firm able to obtain **Workers' Compensation and Employers' Liability** insurance in the limits stated? | | | | | | | | |
|  | | Yes | | | | | | |
|  | | No – UNSATISFACTORY RESPONSE | | | | | | |
| **6.4** | **Commercial General Liability Insurance** including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards, asbestos abatement and lead liability, when applicable to the Work to be performed): | | | | | | | | | |
|  | **Commercial General Liability** | | | | | | | | |
| **$** | **1,000,000.00** | | | Each Occurrence | | | | |
| **$** | **2,000,000.00** | | | Annual Aggregate | | | | |
| **6.4.1** | The Owner and its officers, agents, and employees shall be listed as an additional insured. Project and shall be maintained for a minimum of t**hree (3) years** after certification by the Owner that all work has been completed and accepted by the Owner in accordance with the Contract Documents. | | | | | | | | |
| **6.4.2** | The Contractual Liability insurance shall include coverage sufficient to meet the obligations in DCS CMR General Conditions Article 35 – Contractor’s Insurance. | | | | | | | | |
| **6.4.3** | Is your firm able to obtain **Commercial General Liability** insurancein the limits stated? | | | | | | | | |
|  | | Yes | | | | | | |
|  | | No – UNSATISFACTORY RESPONSE | | | | | | |
| **6.5** | **Automobile Liability** (owned, non-owned and hired vehicles) for bodily injury and property damage: | | | | | | | | | |
|  | **Automobile Liability** | | | | | | | | |
| **Combined Single Limit:** | | | **$** | | **1,000,000.00** | | Each Occurrence | |
| **$** | | **2,000,000.00** | | Annual Aggregate | |
| **6.5.1** | Is your firm able to obtain **Automobile Liability** insurancein the limits stated? | | | | | | | | |
|  | | Yes | | | | | | |
|  | | No – UNSATISFACTORY RESPONSE | | | | | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **6.** | **Insurance (continued):** | | | | | | |
| **6.6** | **Umbrella Liability.** The CMR shall furnish evidence by way of a certificate of insurance that it can obtain and maintain the coverage in the amounts shown in **6.6.1 Umbrella Liability Coverage Table**. The CMR may satisfy the minimum limits required under the DCS CMR General Conditions Article 35, *Contractor’s Insurance* for Commercial General Liability, Automobile Liability and Employer's Liability coverage under an Umbrella Liability policy described above. The underlying limits may be set at the minimum amounts required by the Umbrella Liability policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella Liability policy shall have an Annual Aggregate at a limit not less than **two (2)** times the highest per occurrence minimum limit required for any of the required coverages described in Article 35. The State of Connecticut shall be specifically endorsed as an Additional Insured on the Umbrella Liability Insurancepolicy, and the Umbrella Liability Insurancepolicy shall provide continuous coverage to the underlying policies on a complete "Follow-Form" basis. | | | | | |
|  | **6.6.1 Umbrella Liability Coverage Table:** | | | | |
| **Contract Value** | | | | **Umbrella Limit** |
| $1.00 | | to | $500,000.00 | $1,000,000.00 Each Occurrence |
| $1,000,000.00 Annual Aggregate |
| $500,000.01 | | to | $1,000,000.00 | $2,000,000.00 Each Occurrence |
| $2,000,000.00 Annual Aggregate |
| $1,000,000.01 | | to | $10,000,000 | $5,000,000.00 Each Occurrence |
| $5,000,000.00 Annual Aggregate |
| $10,000,000.01 | | to | $30,000,000 | $10,000,000.00 Each Occurrence |
| $10,000,000.00 Annual Aggregate |
| $30,000,000.01 | | to | $80,000,000 | $15,000,000.00 Each Occurrence |
| $15,000,000.00 Annual Aggregate |
| $80,000,000.01 | | to | $150,000,000 | $20,000,000.00 Each Occurrence |
| $20,000,000.00 Annual Aggregate |
| $150,000,000.01 | | to | $300,000,000 | $25,000,000.00 Each Occurrence |
| $25,000,000.00 Annual Aggregate |
| **6.6.1** | Is your firm able to obtain **Umbrella Liability** insurancein the limits stated? | | | | |
|  | Yes | | | |
|  | No – UNSATISFACTORY RESPONSE | | | |
| **6.7** | **Professional Services Liability.** Article 9, Insurance Requirements of the Standard Form of Agreement Between Owner and Construction Manager-At-Risk (CMR) For Guaranteed Maximum Price (GMP), requires the CMR to furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with **Five Million** **Dollars** **($5,000,000.00)** minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the CMR agrees to purchase additional insurance in order to maintain the minimum coverage of **Five Million** **Dollars ($5,000,000.00)**. The insurance shall remain in effect during the entire duration of this contract and for **Six (6) years** after Substantial Completion of the project. For policies written on a “Claims Made” basis, the CMR agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The CMR’s policy shall provide that it shall indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the Work performed by the CMR under the terms of this contract. | | | | | |
| **6.7.1** | Is your firm able to obtain **Professional Services Liability** insurancein the limits stated? | | | | |
|  | Yes | | | |
|  | No – UNSATISFACTORY RESPONSE | | | |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **6.** | **Insurance (continued):** | | | | | | | |
| **6.8** | **Valuable Paper and Record Loss. $25,000.00** each occurrence | | | | | | |
| **6.8.1** | Is your firm able to obtain **Valuable Paper and Record Loss** insurancein the limit stated? | | | | | |
|  | | | Yes | | |
|  | | | No – UNSATISFACTORY RESPONSE | | |
| **6.9** | **Inland Marine/Transit Insurance.** With respect to property with values in excess of **One Hundred Thousand Dollars** **($100,000.00)** which is rigged, hauled, or situated at the site pending installation, the CMR shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy. | | | | | | |
| **6.9.1** | Is your firm able to obtain **Inland Marine/Transit** insurancein the limit stated? | | | | | |
|  | | | Yes | | |
|  | | | No – UNSATISFACTORY RESPONSE | | |
| **6.10** | **Builders Risk Coverage.** Upon Owner's acceptance of the CMR's GMP proposal and prior to Owner's issuance of a Notice to Proceed, the CMR shall provide coverage for the entire Work in an amount equal to the total contract amount and any additional modifications. Insurance shall be maintained until certification by the Owner that all work has been completed and accepted by the Owner in accordance with the Contract Documents. The Owner and its officers, agents and employees shall be listed as additional insured subject to the prior review of the Owner. | | | | | | |
|  | | **Builders Risk Policy Description** | | | | **Coverage Limits** |
| Policy Limit | | | | Value of Project |
| Limits for Windstorm, Rain, Fire, Lightning, Hail, Arson, and Acts of Sabotage. | | | | Value of Project |
| Limits for Soft Costs | | | | $ 5 Million |
| Limits for Flood | | | | $ 10 Million |
| Limits of Earthquake | | | | $ 10 Million |
| Toppling of Crane | | | | $ 1 Million |
| Theft or Destruction of Materials at Job Site | | | | $ 500 Thousand |
| Mold, Mildew, Fungus, Dry Rot, Wet Rot | | | | $ 500 Thousand |
| Loss of Use | | | | $ 5 Million |
| Landscaping | | | | $ 100 Thousand |
| Storage | | | | $ 500 Thousand |
| Business Interruption | | | | $ 5 Million |
| Inland Marine/Transit | | | | $ 500 Thousand |
| Terrorism | | | | Value of Project |
| Deductibles | | | | $ 25,000.00 |
|  | "Significant" Loss (equal to greater than $2.0 million) "Minor Loss" (less than $2.0 million). | | | |
| **Period** (**“Construction Calendar Days”)** for this Project. See the **“Construction Phase”** sectionin the **1700 RFQ Web Advertisement for CMR Services** for this Project for the number of Calendar Days from Construction Start Date to Substantial Completion. | | | **“Construction Calendar Days”** for this Project plus period of time required for Close Out and Acceptance. | |
| **6.10.1** | | Is your firm able to obtain **Builders Risk** insurancein the limit stated? | | | | |
|  | | Yes | | |
|  | | No – UNSATISFACTORY RESPONSE | | |

|  |  |  |
| --- | --- | --- |
| **7.** | **Claims History** (This information is submitted for informational purposes only): | |
| **7.1** | Provide the following information on successful claims by the State against your firm or by your firm against the State of Connecticut in the past **ten (10)** years*.* Include claims resolved by arbitration, or litigation. (Provide a separate table for each claim.) |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Table 7.1 Claims History** | | | | | | | | |
| **7.1.1** | Firms Role: |  | Construction Manager at Risk | | |  | Contractor | |
| **7.1.2** | Project Name: |  | | | | | | |
| Project Location: |  | | | | | | |
| **7.1.3** | Name of Owner: |  | | | | | | |
| Phone number of Owner: |  | | | | | | |
| **7.1.4** | Contract amount: | $ |  | | | | | |
| **7.1.5** | Contract time (calendar days): |  | | | | | | |
| **7.1.6** | Nature of claim: |  | | | | | | |
| **7.1.7** | Amount of claim in money and time: | $ |  | , |  | | | days. |
| **7.1.8** | Final resolution of claim for your firm: | $ |  | , |  | | | days. |
| **7.1.9** | Final resolution of claim against your firm: | $ |  | , |  | | | days. |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.** | **Affirmative Action:** | | |
| **8.1** | Does your firm have a written affirmative action program for employment? | |
|  | Yes |
|  | No – UNSATISFACTORY RESPONSE |
| **8.2** | If yes, provide a copy of the program.  Is a copy attached? | |
|  | Yes |
|  | No – UNSATISFACTORY RESPONSE |
| **8.3** | Does your firm have a written affirmative action program for the use of subcontractors and suppliers that are Minority Business Enterprises (MBE’s), Woman Business Enterprises (WBEs), or Small Business Enterprises (SBE’s)? | |
|  | Yes |
|  | No – UNSATISFACTORY RESPONSE |
| **8.4** | If yes, provide a copy of the written program.  Is a copy attached? | |
|  | Yes |
|  | No – UNSATISFACTORY RESPONSE |

|  |  |  |  |
| --- | --- | --- | --- |
| **9.** | **Prior Disqualification** (This information is submitted for informational purposes only): | | |
| **9.1** | Has your firm ever been formally disqualified from performing work for the State Of Connecticut? | |
|  | Yes |
|  | No |
| If yes, provide the following information for each such disqualification: | |

|  |  |  |
| --- | --- | --- |
| **Table 9.1 Prior Disqualification (from State of Connecticut)** | | |
| **9.1.1** | **State of CT Project No.:** |  |
| Project Name: |  |
| Project Location: |  |
| **9.1.2** | Date of disqualification: |  |
| **9.1.3** | Duration of disqualification: |  |
| **9.1.4** | Reason for disqualification: |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **9.2** | Has your firm ever been formally disqualified from performing work for any contracting entity other than the State of Connecticut? | |
|  | Yes |
|  | No |
| If yes, provide the following information for each such disqualification: | |

|  |  |  |
| --- | --- | --- |
| **Table 9.2 Prior Disqualification (from other entity)** | | |
| **9.2.1** | **Name Of Contracting Entity:** |  |
| Phone Number: |  |
| **9.2.2** | Project Name: |  |
| Project Location: |  |
| **9.2.3** | Date of disqualification: |  |
| **9.2.4** | Duration of disqualification: |  |
| **9.2.5** | Reason for disqualification: |  |

|  |  |
| --- | --- |
| **10.** | **Prospective CMR Comments:** |
| The following space is provided for further explanations of the answers to any questions asked in this **QBS Screening Shortlist Questionnaire for CMR Services**. |
|  | |

**End**

**QBS Screening Shortlist Questionnaire for CMR Services**