CREC

Excellence in Education

REQUEST FOR QUALIFICATIONS/PROPOSAL

for

Architectural Services

for

Essex Elementary School, Essex Town Hall, and Essex Town Garage Roofing Replacement Project

Issue date: April 2, 2015

Written Responses Due: April 8, 2015 at 4:00 pm EST

Capitol Region Education Council
CREC Construction Services
147 Charter Oak Avenue
Hartford, CT 06106

QUESTIONS: Should be directed to Paul Drummey, in writing via e-mail pdrummey@crec.org. No questions will be accepted after April 7, 2015, 12:00 p.m.

CREC | Expert Solutions

TABLE OF CONTENTS

I. Introduction

II. Overview of the Scope of Services

III. Specific Scope of Architect Services

IV. Architectural Services and Fee Basis

V. Procedure

VI. Architectural Selection Process

VII. Submission Instructions

VIII. Timeline for the Project

IX. General Terms and Conditions

X. Equal Opportunity Employment

XI. Insurance Requirements

XII. Cost Proposal

Exhibits

A. Section 10-290e Service Agreements, Requirements, Prohibitions

B. Roof Size, Condition, and Materials Survey and Scope of Work for Essex Elementary School, Essex Town Hall, and Essex Town Garage

Introduction

1. Town of Essex, CT

The Township of Essex (the Town) is made up of three villages: Essex, Centerbrook, and Ivoryton. The Town is governed by publicly elected and appointed officials. School construction, addition, renovation, and repair projects are overseen by a School Building Committee composed of three (3) members of the community.

The Town of Essex is a Connecticut State Municipality and goods and services purchased by the town are tax exempt.

2. Essex Elementary School, Essex Town Hall, and Essex Town Garage

The Town of Essex has determined that the roofs of the three aforementioned public facilities are to be replaced and/or repaired. The new roofs are to meet current standards with regards to energy conservation, general code, fire code, and meet warranty requirements. Included as part of the architects responsibilities will be the plan for demolition and disposal of existing roofing materials that have exceeded their useful life, and the oversight of any hazardous materials if found to exist. The Essex Elementary School is under the regulations of the Department of Administration Services with regards to Office of School Facilities; the Town Hall and Town Garage projects are not.

Overview of the scope of services

This request for qualifications is being issued for architectural services. A description of the size, materials, and condition of the facility roofs is being provided as a reference only; it is the responsibility of the architect to confirm the current condition of the roofs to be replaced or repaired. Furthermore the architect shall prepare conceptual plans and/or designs, and prepare conceptual cost estimates in concert with an owner's project manager (OPM) for the replacement of the selected roofs.

Specific Scope of Architect Services

The architect will be expected to provide all the services necessary to perform the architectural design for the roof replacement and repair for the 3 town facilities.

- Confirm/identify infrastructure and code deficiencies.
- Provide various design concepts for the Building Committee's review.
- Meet as required with the CREC and Essex Building Committee.
- Present the recommended plans to CREC and the Essex Building Committee for approval.
- Obtain input from local building, fire safety, health, traffic, engineering and zoning enforcement officials to determine regulatory requirements.

- The architect shall be expected to cooperate and work closely with an owner's project manager regarding cost, construction efficiency and construction scheduling issues arising from the architect's conceptual design efforts.

- Provide project oversight, as determined by the OPM, to ensure proper installation and compliance with design specifications, including prompt submittal review and RFI responses.

- Provide final inspection, punch-list and sign-off of approved roof installation and repair.

Architectural Services and Fee Basis:

Any response to the RFQ shall contain a fee. The fee may be of significant importance, but not the sole determinant, in selecting an architect. The fee must be a combined estimate relating to all services outlined herein, including a binding allowance for services and costs normally considered as "reimbursable".

An outline and a brief description of the steps/tasks/activities serving as the basis for the fees must be submitted.

Basic service: Shall consist of services of the architect and shall include structural, if deemed necessary. The fee for basic services shall be a lump sum fee.

Services for Special Consultants: The architect shall consult with the Town to determine the scope of service required of special consultants, if any. The architect shall establish an estimated cost for the special consultant services. Services of special consultants by the architect shall only be used as authorized by the Town. The fee for services of the special consultants will be based on the actual consultant proposal costs. Included in the architect agreement will be a percentage markup by the architect for the preparation of the scope of services, solicitation of proposals and coordination of the special consultant services.

Information to be provided by the Town:

A mandatory walkthrough will take place at 2:00 p.m. on April 6, 2015. The walkthrough will start at Essex Town Hall (29 West Avenue, Essex, CT), continue to the Essex Town Garage (1 Dump Road, Essex, CT), and conclude at Essex Elementary School (108 Main Street, Centerbrook, CT).

Procedure

The "Submission Instructions" section of the RFQ contains the guidelines governing the submission of all responses. The RFQ, and the response submitted by the successful architect will be made part of the resultant contract for architectural services.

All firms responding to the RFQ shall submit one electronic copy, one original (clearly identified as such) and four (4) copies of their qualification statements to:

Paul Drummey
Capitol Region Education Council
147 Charter Oak Avenue
Hartford, CT 06106
pdrummey@crec.org

no later than 4:00 p.m. on April 8, 2015.

The Statement of Qualifications package submitted shall be sealed, bearing on the outside the firm's name and address and plainly marked "Statement of Qualifications: Architectural Services-Town of Essex Roof Replacement Project".

All questions from prospective architects must be submitted in writing to Paul Drummey via email pdrummey@crec.org by 12 p.m. on April 7, 2015. A summary of all questions and answers will be made available to all prospective respondents as outlined in the schedule attached.

Architectural Selection Process

The Architectural Selection Committee (Committee) will review the qualification statement, develop a short list for interviews/presentations, and recommend a contract award to the architect possessing the skills, qualities, and resources necessary to satisfy the requirements of the project. The architect must possess the following qualifications, at a minimum:

- Have completed at least two (2) school roofing projects in the last five (5) years. The projects must have been in accordance with DAS requirements.
- Demonstrated extensive experience in all facets of roofing replacement including, but not limited to, bid documents and construction oversight.
- Previous work in an occupied school.
- Familiarity with the CT Bureau of School Facilities.

Factors beyond these minimum requirements that the Committee may, at its discretion, take into account include, by way of illustration and not of limitation, the following:

- The size and composition of the architectural firm.
- The experience of the architect in similar school and/or institutional roof construction projects.
- The use by the architect of advanced technology in the preparation of plans and specifications.
- The reputation of the architect with project owners, and construction manager.
- The ability of the architect to provide the scope of service on a timely basis.
- The fee structure for services.
- Other factors as indicated in the RFQ, as applied by the Committee, in its sole and absolute discretion.

The Committee reserves the right to accept or reject any or all responses, statements or parts thereof for any reason, to negotiate changes to offered terms, to waive inconsistencies within

the RFQ and to contract with the architect whose response and evaluation is determined to be in the best interest of the project.

All documentation submitted, unless specifically requested and released at the discretion of the Committee, shall become property of CREC and the Town of Essex, to form part of the public record for the project, but will not become public information until the final step of selection and contract execution is achieved.

Submission Instructions

Response to this RFQ should contain the following information and be organized as follows:

- A transmittal letter signed by an appropriate officer of the firm responding to the Request for Qualifications stating that the individual can commit the firm to the project.
- Proposed approach to the project including data gathering methods, evaluation techniques, etc.
- Document any comments or anticipated changes related to a proposed Owner/Architect Agreement.
- Statements identifying and explaining any question/concern or to provide comments related to the scope of the Architectural Services described in the RFQ and/or the timeline for the project.
- Provide any additional information that the firm deems pertinent to the evaluation of the RFQ.
- Name and resume of any personnel that will be providing architectural or contract administration services.

Estimated Timeline for the Project

RFQ Advertised	April 2, 2015
Mandatory Walkthrough 2:00 p.m.	April 6, 2015
Deadline for Questions, 12:00 p.m.	April 7, 2015
RFQ BIDS DUE, 4:00 p.m.	April 8, 2015
Review of RFP/Qs and Selection (special school building committee meeting)	April 9, 2015

Award Date (anticipated)	April 10, 2015
Construction documents complete (Essex Elementary)	May 4, 2015
Construction documents complete (Essex Town Hall and Garage)	May 8, 2015
Estimated Plan Completion Test meeting with CT DAS	May 12, 2015
Contractor Bidding Process Starts	May 18, 2015
Construction contract award (Essex Elementary)	June 4, 2015

GENERAL TERMS AND CONDITIONS

A prospective respondent must be willing to adhere to the following terms and conditions and by submitting a proposal hereby accepts and will comply with them in their response to this RFQ/RFP.

1. **Acceptance or Rejection by the Town of Essex (the Town)** – The Town reserves the right to accept and/or reject any or all responses submitted for consideration to serve the best interests of the Town. Respondents whose proposals are not accepted will be notified in writing.

2. **Ownership of Documents** – All qualification statements submitted in response to this RFQ/RFP are to be the sole property of the Town 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/RFP is to be the sole property of the Town unless stated otherwise in the RFQ/RFP or contract.

4. **Timing and Sequence** – Timing and sequence of events resulting from this RFQ/RFP will ultimately be determined by the Town.

5. **Oral Agreements** – Any alleged oral agreement or arrangement made by a respondent with any agency or employee will be superseded by the written agreement.

6. **Amending or Canceling Requests** – The Town reserves the right to amend or cancel this RFQ/RFP prior to the due date and time, if it is in the best interest of the Town to do so.

7. **Rejection for Default or Misrepresentation** – The Town reserves the right to reject the proposal of the consultant that is in default of any prior contract or for misrepresentation.

8. **Clerical Errors in Awards** – The Town reserves the right to correct inaccurate awards resulting from its clerical errors

9. **Rejection of Submission** – Submissions will be rejected in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ/RFP.

10. **Changes to Submissions**– No additions or changes to the original RFQ/RFP will be allowed after submittal.

11. **Contract Requirements** – A formal agreement will be entered into with the firm selected as described in this RFQ/RFP. The contents of the response submitted by the successful respondent and the RFQ/RFP will become part of any contract award.

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

13. **Withdrawal of Submission** – Negligence on the part of the respondent in preparing the RFQ/RFP confers no right of withdrawal after the time fixed for the acceptance of the submission.

14. **Assigning, Transferring of Agreement** – The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement, 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 Town.

15. **Cost of Preparing RFQ** – The Town shall not be responsible for any expenses incurred by the organization in preparing and submitting a RFQ/RFP. A RFQ/RFP 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. **Definition of Terms** – For the purpose of this RFQ/RFP, whenever the word "respondent" appears, it shall refer to "Architect" and whenever the word "Architect" appears, it shall refer to "respondent."

17. **Non-Collusion**- The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

EQUAL OPPORTUNITY EMPLOYMENT

The Town of Essex is an Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

INSURANCE REQUIREMENTS

Indemnity Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Town of Essex and its employees and assigns from and against claims, suits, and damages arising from or due to Contractor's negligence and/or willful misconduct in the performance of this Agreement. Obligations here shall survive termination or expiration of this Agreement.

Town of Essex Insurance Requirements

All contractors and vendors are required to provide proof of the required insurance coverage before entering the premises or commencing any work at any Town facility. Contractors and vendors must obtain, at their own expense, all the insurance required here from an insurance

company A.M. Best rated as "A-VII" or better, and acceptable evidence of such insurance must be properly furnished to, and approved by, the Town. The insurer must be admitted to conduct business in the State of Connecticut.

All subcontractors are subject to the same requirements. It is the responsibility of the primary contractor or vendor to obtain acceptable evidence of insurance from subcontractors.

The Town also requires that they and the State of Connecticut be named as an additional insured on your general liability policy(ies). Your general liability policy must be specifically endorsed with ISO Endorsement CG 20 10 (or equivalent) *or* ISO Endorsement CG 20 26 (or equivalent), *and* ISO Endorsement CG 20 37 (or equivalent). Where these forms require a description of locations or projects, enter "All Town of Essex locations or projects." These form numbers must be specifically referenced on the certificate of insurance, and copies of these endorsements naming the Town as additional insured must be furnished with the required certificate of insurance. If your insurance company uses a different form to provide the Town with additional insured status on your policies, copies must be provided in advance with the insurance certificate for review and approval by the Town.

The amounts of insurance available to the Town as additional insured must be equal to the full policy limits carried by the contractor or vendor, including primary and excess (umbrella) liability policies or the amounts specified below, whichever is greater. Coverage provided under excess or umbrella policies must be at least as broad as that found in required underlying policies. All coverage must be primary and noncontributory as to the Town.

The proper name for the entity to be named as additional insured is: "The Town of Essex and/or related or affiliated entities."

Current insurance certificates must be furnished to the Town at all times. Replacement certificates must be furnished thirty (30) days *prior to the expiration or replacement* of referenced policies.

The Town reserves the right to make commercially reasonable changes in these requirements during the term of any work or project.

	Independent Contractor **(Major projects or engagements)**
General Liability	$1,000,000 per occurrence bodily injury/property damage $1,000,000 Products/Completed Operations Aggregate Bodily Injury and Property Damage Commercial General Liability (1986 Form) Products & Completed Operations The GL policy must include coverage for: • liability from premises and operations. • liability from products or completed operations. • liability from actions of independent contractors. • liability assumed by contract.
Conditions	Any Aggregate limit must apply per job/project. Products/completed operations must be carried for 2 years after completion of job/acceptance by owner.
Automobile Liability	$1,000,000 Combined Single Limit Owned, Hired and Non-Owned Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below).
Umbrella Liability	Commercial Umbrella - $1,000,000 per accident $1,000,000 certificate limit $1,000,000 per employee Limits must be excess over underlying limits described above.
Workers' Compensation	Liability meeting statutory limits mandated by the state and Federal laws. Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below).
Employers Liability	$500,000 each accident Limits carried must be sufficient to satisfy required underlying limits for the umbrella policy (see below).
Professional Liability	$2,000,000 per occurrence/ $5,000,000 aggregate. Maximum deductible $100,000. Extended reporting period for (6) years following termination of this agreement.

COST PROPOSAL

Firms must acknowledge that the costs of items listed below are included in their base fee. Acknowledgement to be made by firms' principal architect identified in the response by initialing the service in the column provided. If an item is not initialed it will be considered not included in the base fee therefore CREC will consider the fee proposal non-responsive and the firm will not be consider for the project.

SERVICES	Breakout costs	COSTS INCLUDED Initial
Conceptual design	Included	
Multiple preliminary designs, as necessary	Included	
Hazardous Material Removal Monitoring	Included	
Structural engineering	Included	
On-site project representation	Included	
As-designed record drawings	Included	
As-constructed record drawings	Included	
Coordination of owner's consultants, as necessary	Included	
Independent professional cost estimates	Included	
Any other specialty consultants necessary to provide a complete project.	Included	
Insurance limits as described in the RFQ/P	Included	
Representation at OSF for sign off meeting per CGS 10-292(b)	Included	

	Essex Elementary School	Town Hall	Town Garage
Schematic / Design Development	$_____	$_____	$_____
Construction Documents	$_____	$_____	$_____
Bidding Phase	$_____	$_____	$_____
Final walkthrough/Punch List	$_____	$_____	$_____
Sub-Total Fee:	$_____	$_____	$_____

Total Contract Fee: $_____

Firm:_____

Name:_____ Title:_____
(Please Print)

Signature:_____ Date:_____

Exhibit A

Sec. 10-290e. Services agreements, Requirements, Prohibitions. (a) Any town or regional school district that enters into a services agreement with a consultant to render independent architectural services for a project receiving state assistance pursuant to this chapter may, where necessary or desired, provide the consultant with instructions, guidance and directions in connection with the consultant's performance of such services. The consultant shall provide all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to such services requested by the town or regional school district to complete the school building project. As part of the services agreement, the consultant shall agree to perform such services as an independent contractor and in a good and workmanlike manner, consistent with: (1) Instructions, guidance and directions provided by the town or regional school district to the consultant; (2) the terms and conditions of the services agreement; (3) the highest prevailing applicable professional or industry standards; (4) sound architectural practices; and (5) any applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state and local governmental bodies, agencies, authorities and courts having jurisdiction. Such services agreement shall not limit the liability of the consultant for errors and omissions related to the performance of the services.

(b) The architectural firm, vendor or organization shall not use, publish, distribute, sell or divulge any information obtained from any town or regional school district through a services agreement for the consultant's own purposes or for the benefit of any person, firm, corporation or other entity without the prior, written consent of the town or regional school district that contracted for the services. Any reports or other work product prepared by the consultant while performing services under the services agreement shall be owned solely and exclusively by the town or regional school district that contracted for such services and the Department of Education and cannot be used by the consultant for any purpose beyond the scope of the services agreement without the prior written consent of the town or regional school district. Any information designated by the town or regional school district in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the town or regional school district that contracted for such services.

(c) For the purposes of subsections (a) and (b) of this section, "services agreement" means a written agreement between a consultant and a town or regional school district for the provision of independent architectural services for the purpose of a school building project for which the town or district is receiving state assistance pursuant to this chapter.

(d) Any town or regional school district that fails to adhere to the provisions of this section for a project for which the town or district receives state assistance pursuant to this chapter shall be assessed a ten per cent reduction in the amount of its grant approved pursuant to this chapter upon completion of an audit pursuant to section 10-287.

Exhibit B

Roof Size, Condition, and Materials Survey and Scope of Work for Essex Elementary School, Essex Town Hall, and Essex Town Garage

The first project is an approximately 82,000 SF roof replacement at Essex Elementary School, 108 Main Street Centerbrook, CT. The Essex Elementary School roofing system consists of a variety of roofing materials including ballasted EPDM and PVC membrane. The ballasted roofs were installed in 1992 and have exceeded their life expectancy. The PVC membrane roofs were installed on the 2008 additions and are in generally good condition, with a few isolated exceptions. The scope of work includes, but is not limited to, the following:

- Removal of the existing ballast, EPDM roof membrane, and insulation in the ballasted EPDM areas;
- Installation of day lighting devices;
- Installation of state mandated roof overflow drains;
- Installation of new metal copings and flexible flashings at rooftop equipment;
- Installation of rigid insulation sloped ¼" per foot to existing roof drains;
- Installation of new white PVC roof membrane;
- Repair of roof flashings as necessary in the 2008 PVC roof areas.

The second project is an approximately 8,962 SF roof replacement at Essex Town Hall, 29 West Avenue, Essex. The Town Hall complex consists of four connected structures each with separate roof systems. The roof of the main 1922 building and of the Resident State Trooper building consists of a built up tar and felt roof membrane which has exceeded its expected useful life of 20 years. Additionally, there are active roof leaks which are affecting interior structure, finishes and indoor air quality. The scope of work includes, but is not limited to:

- Demolition of roofs in all areas down to the roof sheathing;
- Replacement with a sloped new white PVC roof membrane roof system including rigid insulation and new aluminum coping.
- Need to confirm soundness of the roof substructure.

All work should be coordinated with anticipated upgrades to mechanical systems which need to be addressed as part of this project.

The third project is a 3,500 SF roof replacement at the Essex Town Garage, 1 Dump Road, Essex, CT. The existing roof is a single ply membrane roof that has outlived its useful life expectancy and is in need of replacement. Scope of work includes, but is not limited to:

- Demolition of the existing membrane roof;
- Installation of a new white PVC roof membrane and associated flashings and trim.
- Need to confirm soundness of the roof substructure.