

**TOWN OF NORTH HAVEN
REQUEST FOR PROPOSALS
RFP #15-34
SPECIAL INSPECTIONS COORDINATION SERVICES FOR THE NORTH HAVEN
MIDDLE SCHOOL CONSTRUCTION PROJECT**

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I. LEGAL NOTICE

**TOWN OF NORTH HAVEN
REQUEST FOR PROPOSALS
RFP #15-34
SPECIAL INSPECTIONS COORDINATION SERVICES
FOR THE NORTH HAVEN MIDDLE SCHOOL**

The Town of North Haven (“Owner”) requests Proposals to secure Special Inspection Coordination services for the **North Haven Middle School Renovate as New and New Academic Addition construction project** (“NHMS”).

Hard copies of the complete Request for Proposals will be available on Wednesday, June 10, 2015 at the Office of the Direct of Finance and Administration or may be accessed from the State Department of Administrative Services’ website and the Town of North Haven website at <http://www.town.north-haven.ct.us>

Respondents are required to submit two double-sided copies and one electronic copy of a sealed Proposal by no later than Wednesday, June 24, 2015 at 10:00 a.m. at the Office of the Director of Finance and Administration, Memorial Town Hall, 18 Church Street, North Haven, Connecticut 06473, marked “North Haven Middle School SPECIAL INSPECTIONS COORDINATION SERVICES.” Proposals received after that date and time will be rejected.

The Town of North Haven reserves the right to reject any or all Proposals, or waive defects in same, if it deems such to be in the best interest of the Town of North Haven. Questions regarding this Request for Proposals should be directed to Edward Swinkoski, Director of Finance and Administration, Town of North Haven, by e-mail at Swinkoski.Edward@town.north-haven.ct.us

Edward J. Swinkoski, CPA
Director of Finance/Administration

II. PROJECT DESCRIPTION

Summary

The Town of North Haven, through the North Haven Middle School Building Committee (“NHMSBC”), is soliciting proposals for special inspection coordination services for a like new renovation and addition to the existing North Haven Middle School. The North Haven Middle School will accommodate 773 students. The existing school is located at 55 Bailey Road, in North Haven, CT. The project consists of approximately 90,000 SF of additions, 56,000 SF of like new renovations and approximately 84,000 SF of demolition of existing spaces. The addition will include academic classrooms, media center, science and art classrooms. The renovations will include two gyms, cafeteria, kitchen, and auditorium spaces. The existing school is to remain operational during all phases of construction. The project will be designed to meet CT High Performance Building Standards. The occupancy is intended to be in phases commencing with the academic additions to be completed and occupied by December of 2016 with the remaining work completed and ready for occupancy by the summer of 2017.

PROJECT BACKGROUND

The total project construction budget (hard costs) is approximately \$53 million. This includes site, building, contingency, CM fees and reimbursable expenses. This budget excludes all soft costs and FF&E funding.

The project delivery method is Construction Manager at Risk (CMR) – Guaranteed Maximum Price (GMP). Gilbane Building Company has been engaged as the Construction Manager for the Project. Perkins Eastman is the Project Architect. Colliers International, Project Management Northeast, has been engaged as the Owner’s Representative. The Architect and Consultant Design Team have developed design and construction documents in cooperation with a CMR for this project. The CMR shall publically bid the Project elements and enter into a GMP with the Town. After consultation with and approval by the Town, the CMR shall award subcontracts to responsible, qualified sub-contractors submitting the lowest responsible bids to build the Project.

III. SCOPE OF WORK

The scope of work for the Project shall be as described in the Contract Documents, the statement of special inspections (set forth in the RFQ/P for Special Inspection services) and this RFQ/P. Respondents should expect to work with the Architect, the Construction Manager, Owner's Representative, and the Owner in all aspects of the review of the Project.

All services are to be conducted in a transparent manner and shall be done consistent with all applicable federal, state, and local statutes, regulations, and ordinances, including but not limited to ASTM, SIC-Owner Agreement, and Connecticut State Department of Education Office of School Facilities (“DOE-OSF”) requirements.

The Special Inspection Coordinator (“SIC”) shall be responsible for keeping complete records of all inspections associated with the draft Statement of Special Inspections attached to the RFQ/P for Special Inspection services. The SIC shall review all inspection reports submitted by the Special Inspection Agents (“SIA”) as listed on the SSI.

The SIC will be responsible for providing interim reports to the North Haven Building Inspector (“NHBI”) and the Engineer of Record (“Diversified Technology Consultants”) at a minimum of bi-weekly intervals. Copies shall be provided to the construction manager (“CM”), Gilbane Building Company, and the owner’s project manager (“OPM”), Colliers International, also.

The SIC shall report all discrepancies to the NHBI, EOR, CM, and OPM within 24-hours of discovering such discrepancy.

The SIC is responsible for familiarizing itself with all the construction documents issued for bidding by the CM including all bid supplements. The SIC shall also familiarize itself with the geotechnical report produced by Haley and Aldrich dated October 29, 2014. Respondent will present, with its proposal, items to be considered as reimbursables.

All interested parties may obtain digital copies of the contract documents at Gilbane Building Company’s FTP site. <ftp://files.gilbanetech.com> , enter username: NorthHavenMS and password: gilbane

Project Schedule: construction activities are expected to begin on site by late June 2015. The new academic addition is scheduled to be completed by July 2016. After the new academic addition is completed, portions of the existing middle school will be renovated, portions will be demolished and athletic fields will be constructed. The entire project is expected to be completed in the fall of 2017.

IV. TIMELINE OF THE RFQ/P PROCESS

The following RFP timeline has been *tentatively* established:

<u>Event</u>	<u>Date</u>
Legal Notification of RFP Release	June 10, 2015
Inquiries/Questions due	June 17, 2015
Proposals Due ¹	June 24, 2015 @ 10:00 AM
Review of RFP responses and Opening of Fee Proposals	June 29, 2015
NHMSBC Selection	June 29, 2015

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFP must be made to the Director of Finance and Administration, by email at Swinkoski.Edward@town.north-haven.ct.us on or before **Wednesday, June 17, 2015 at 2:00 p.m.** No phone calls will be accepted.

¹ Respondent shall submit its pricing in a **separate sealed envelope** that will be opened on Wednesday, June 24, 2015 after the proposals have been reviewed.

V. SUBMISSION OF PROPOSALS

General Requirements: Proposal packages shall provide a straightforward, concise description of the SIC's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Project.

Respondents shall submit two copies and 1 electronic copy (1 compiled Adobe PDF file) of their proposals.

1. **Letter of Interest**

In your letter of interest, confirm that your firm is available and able to complete the inspections and/or testing on a timely basis as required.

2. **Connecticut Special Inspections Experience and/or SI Coordination Experience**

Provide a list (minimum five projects) of Connecticut Projects for which your firm has provided Special Inspection Coordination services. For each project indicate:

- A. approximate size of project (S.F.);
- B. type of construction (new or renovation);
- C. year service was provided; and
- D. name of the licensed professional from your firm who was responsible.

The SIC shall be an individual or entity licensed in the State of Connecticut to practice as a structural engineer. Proposals shall contain a copy of the professional engineering license. The SIC shall be familiar with the structural load bearing system of the subject project.

The SIC shall have served as a SIC on a minimum of five (5) project similar in size and scope to the subject project. All proposals shall include a complete list of projects serving as the SIC.

3. **Resume or Work Experience**

Provide a resume or work experience description for all persons who will be assisting in the special inspection and/or construction material testing, including the licensed professional ultimately responsible for special inspections.

4. **References**

Please provide recent references for projects of similar size (\$50+ million construction).

5. **Default and Litigation –**

Have you ever failed to complete any work awarded to you? Have you ever been declared to be in default of a contract? If so, when, where, and why? Describe any pending

litigation, arbitration or other dispute resolution proceeding in which your firm may be involved.

6. Pricing

Provide pricing in separate sealed envelope labeled with firm name and RFP #15-34
Submit pricing on proposal form attached in section XIII.

7. Affidavits

Include signed copies of the Non-Collusive affidavit and Affirmative Action affidavit in RFQ/P response submittal.

8. Insurance

Provide a copy of respondent's company insurance certificate.

VI. METHOD OF SELECTION/CRITERIA FOR AWARD

A. The Respondents will be evaluated on its qualifications by the NHMSBC using the following criteria:

1. Compliance with submission requirements;
2. Connecticut Special Inspections Coordination experience (respondent must have coordinated special inspection services at a comparably sized school facility) ;
3. Resume/Work Experience;
4. References;
5. Default/Litigation;
6. Pricing Proposal;
7. The Respondent must be properly insured; and
10. The ability and capacity of the Respondent(s) to provide the services within the necessary timeline.

B. The award of the contract for the Special Inspections Coordination services shall be made, if at all, to the Respondent(s) whose evaluation by the NHMSBC results in an award that the Town of North Haven deems to be in its best interests. The Town of North Haven reserves the right to reject any or all of the RFP responses, or parts thereof, and/or to waive any informality in any of the RFP responses resulting from this RFP if such rejection or waiver is deemed in the best interest of the Town of North Haven. Neither the NHMSBC nor the Town of North Haven, nor any of their respective officers, directors, employees, or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection, or rejection of any proposal submitted in response to this RFP.

VII. ADDITIONAL INFORMATION

The Project will be carried out by the Town of North Haven under the overall direction of the NHMSBC. At the direction of the First Selectman in consultation with the NHMSBC, other

Town of North Haven staff and groups/subcommittees may also be assigned to assist with the Project.

VIII. GENERAL TERMS AND CONDITIONS

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

1. Acceptance or Rejection by the Town of North Haven – The Town of North Haven reserves the right to accept and/or reject any or all qualification statements submitted for consideration to serve the best interests of the Town of North Haven. Respondents whose qualification statements are not accepted will be notified in writing.
2. Ownership of Documents – All qualification statements submitted in response to this RFP are to be the sole property of the Town of North Haven. All documents may be subject to the provisions of Section 1-200 of the Connecticut General Statutes (re: Freedom of Information Act).
3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the Town of North Haven unless stated otherwise in the RFP or contract.
4. Timing and Sequence – Timing and sequence of events resulting from this RFP will ultimately be determined by the Town of North Haven and the NHMSBC.
5. Oral Agreements – The Town of North Haven will not be responsible for any alleged oral agreement or arrangement made by a Respondent with any agency or employee.
6. Amending or Canceling Requests – The Town of North Haven reserves the right to amend or cancel this RFP prior to the due date and time, if it is in the best interest of the Town of North Haven to do so.
7. Rejection for Default or Misrepresentation – The Town of North Haven reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.
8. Town's Clerical Errors in Awards – The Town of North Haven reserves the right to correct inaccurate awards resulting from its clerical error.
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 statement will be allowed after submittal.

11. Contract Requirements – A formal agreement will be entered into with the selected Respondent, as previously described. The contents of the proposal submitted by the successful Respondent and the RFP will become part of any contract award.
12. Rights reserved to the Town of North Haven – The Town of North Haven reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town of North Haven will be served.
13. Withdrawal of Qualification Statements – Negligence on the part of the Respondent in preparing the qualification statement 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 this agreement, its rights, title, or interest therein, or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town of North Haven.
15. Cost of Preparing Qualification/Proposal Statements – The Town of North Haven 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.

IX. DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE SIC FIRM(s):

The SIC that enters the subject agreement with the Town of North Haven shall be responsible to the Town of North Haven for the services to be provided hereunder. The SIC shall act on behalf of the Town of North Haven but only to the extent provided in the contract documents to which the Town of North Haven is a party. The duties and responsibilities of the SIC shall be as outlined in Article III above or as detailed in the subject agreements and shall generally include, but shall not be limited to, the following:

- Coordinate the Special Inspections for the Project.

X. INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of North Haven.

The insurer shall provide the Town of North Haven with Certificates of Insurance signed by an authorized representative of the insurance company prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of North Haven written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the NHMSBC and the Town of North Haven as Additional Insured's on all such insurance, except Workers' Compensation coverage and Professional Liability coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waiver of Subrogation. The Respondent shall also provide its policy endorsement indicating the NHMSBC's and the Town of North Haven's status as additional insured.

In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent's insurance representative(s).

B. SPECIFIC REQUIREMENTS

Workers' Compensation Insurance: With respect to all operations SIC performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, One Hundred Thousand (\$100,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations SIC performs, it shall carry Commercial General Liability insurance providing for a total limit of Two Million Dollars (\$2,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Three Million Dollars (\$3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of North Haven. Such coverage shall include the following:

1. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project;
2. Broad Form Property Damage;
3. Independent Contractors.

Professional Liability Insurance Coverage: With respect to the coverage provided by SIC for the Project, professional liability insurance will be provided in an amount

not less than One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate basis.

Automobile Liability: With respect to each owned, non-owned, or hired vehicles, SIC shall carry Automobile Liability insurance providing Five Hundred Thousand Dollars (\$500,000) coverage per accident for bodily injury and property damage. However, if SIC is a hazardous waste hauler or is otherwise responsible for removal of hazardous materials in connection with the Project, then it shall maintain Automobile Liability coverage in the amount of Five Million Dollars (\$5,000,000) combined single limit.

Acceptability of Insurers: SIC's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VIII, or otherwise acceptable by the Town of North Haven.

Aggregate Limits: Any aggregate limits must be declared to and be approved by Town of North Haven. It is agreed that SI shall notify the Town of North Haven whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, SI agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by SIC.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town of North Haven. All deductibles or self-insured retentions are the sole responsibility of SIC to pay and/or to indemnify.

Waiver of Governmental Immunity: Unless requested otherwise by the Town of North Haven, SIC and its insurer shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town of North Haven.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit SIC's liability to the Town of North Haven by virtue of this promise to indemnify and hold the Town of North Haven harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by SIC, SIC shall be liable to the Town of North Haven for the difference, plus all fees and expenses incurred in collecting same, all at SIC's sole cost.

C. OTHER DATA

The Town of North Haven reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

XI. NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF RESPONDENTS

**FOR: RFP #15-34
SPECIAL INSPECTIONS COORDINATION SERVICES
FOR THE NORTH HAVEN MIDDLE SCHOOL**

The undersigned Respondent, having fully informed himself/herself regarding the accuracy of the statements made herein certifies that;

1. The statement of qualifications has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other respondent designed to limit independent responses or competition, and

2. The contents of the Respondent's fee proposal will not be communicated by the Respondent and its employees or agents to any person not an employee or agent of the respondent prior to submission to the NHMSBC.

3. No Selectman, NHMSBC member, or other employee or person whose salary is payable in whole or in part from the Town of North Haven or Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any profits thereof.

4. He/she has read the Town of North Haven Code of Ethics, which is accessible on the Town website and he/she agrees for himself/herself and on behalf of the company/LLC to comply with the terms of the same.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of North Haven to consider the statement of qualifications submitted herein.

State of Connecticut S.S.

County of _____

Subscribed and sworn before me this _____ day of _____, 2015.

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Notary Public

My Commission Expires _____
Date

XII.

AFFIRMATIVE ACTION STATEMENT

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REQUIREMENT: Any bidder or respondent to an RFP seeking to do business with the Town of North Haven must upon request supply the Town with any information concerning the Affirmative Action/Equal Employment Practices of the respondent/bidder. Failure to supply such information, when requested, will result in the termination of any further transactions between the respondent/bidder and the Town of North Haven.

Note: All respondent/bidders with more than ten (10) employees shall be required to complete the Affirmative Action/Equal Opportunity Employment Requirements Statement on an annual basis, except as note below:

1. *All respondents or bidders with less than ten (10) employees are exempt from this requirement;*
2. All respondents/bidders that have completed this form within the last year;

If either of the above applies, please indicate the:

- a. _____ Number of employees
- b. Completed this form within one year
 Yes No

Date completed: _____

FOR SEALED BIDS AND RFQS: All bidders submitting a sealed bid and all respondents to RFQs will be required to complete the Affirmative Action Statement. If the form has been completed in the past year, please include a copy of the initial form included with your bid. If significant changes have taken place in the past year, please update the changes on this form.

COMPANY ADDRESS: _____

BUSINESS: _____

Type of Organization:

(Please check)

- Corporation Partnership Individual

AFFIRMATIVE ACTION STATEMENT

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If respondent/bidder filing this application is not the above named company, please provide the name, address, telephone and fax numbers of the reporting unit, branch agent, and representative.

EQUAL EMPLOYMENT OPPORTUNITY:

The respondent/bidder is instructed to complete the following:

1. Does the company have a written policy statement regarding equal employment opportunity?

Yes No

(If yes, attach a copy)

2. In recruiting employees are all sources of recruitment notified that all qualified applicants will receive equitable consideration?

Yes No

If yes, provide brief description of what methods were employed:

3. Do all recruitment advertisements state that you are an Equal Opportunity Employer?

Yes No

4. Please list by name and contact person, any local community agency or other group providing minority and female placement service, which you have contacted in the last twelve (12) months. If none, please state:

AFFIRMATIVE ACTION STATEMENT

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5. If additional means are employed to advertise or solicit minority and female applicants for employment opportunities within your company, please indicate:

AFFIRMATIVE ACTION:

6. Does your company maintain a written Affirmative Action Plan for the employment of females and minorities?

Yes No

(If yes, attach a copy)

7. Please indicate the name and address of the company official(s) responsible for carrying out the Equal Opportunity/Affirmative Action Program for your company:

8. If a written Affirmative Action for your company is not in place, please estimate the number of vacancies expected during the next twelve (12) months and indicate the numerical or percentage goals you have set for employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor is hereby notified that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered to contract with the Town of North Haven. The vendor is further advised the Affirmative Action Statement included with the bid document will become part of the contract and that any breach of such statements will constitute a breach of contract subject to such remedies as provided by law.

AFFIRMATIVE ACTION STATEMENT

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I certify that there are no misrepresentations, omissions or falsifications in the foregoing statements and answers and that all entries above are true, complete and correct, to the best of my knowledge and belief.

Date Signature of Agent Title

Subscribed and sworn before me at _____,

County of _____, Connecticut,

This _____ day of _____, 2015.

Notary Public

My commission expires: _____
Date

XIII. FEE PROPOSAL FORM

To: Town of North Haven
Memorial Town Hall
18 Church Street
North Haven, CT 06473

_____, 2015

Re: The Renovate as New and New Academic Addition North Haven Middle School

Construction Project – Special Inspections Coordination Services

RFP #X-XXX

The undersigned hereby offers to perform the services described in RFP #15-34 for complete Special Inspections Coordination services for this project for the fee proposal set forth herein.

Purpose

The purpose of this RFP is to receive pricing for the Special Inspections services and the on site and off site Construction Materials and site work testing for the referenced project. Respondents may provide pricing for either or both of the two services. The Town of North Haven reserves the right to accept either the proposal for Special Inspections Coordination services without necessarily accepting both.

BASE BID:

- 1. Total Fee for SIC Services including all Labor, material and supplies:
(describe) _____ Dollars
(\$ _____)

Additional Services

If requested, shall be billed at the hourly rates set forth on the Hourly Rate Schedule attached hereto/submitted herewith.

Authorized Representatives:

Special Inspections Coordination Services

Printed Name and Title: _____ Date: _____

Signature _____ Date: _____