



## **Orchard Hill Elementary School South Windsor Public Schools**

### ***Request for Proposal for Independent Third Party Structural Engineering Review***

**RFP 1516-010 Issue Date: July 23, 2015**

**Proposals are Due no later than August 7, 2015 at 4:00 p.m.**

#### **I. Project Overview**

The Town of South Windsor ("Town"), acting through its Public Building Commission ("PBC"), welcomes qualified individuals or firms to submit proposals, pursuant to Conn. Gen. Stat. § 29-276b(b), for an independent third party structural engineering review for the new Orchard Hill Elementary School. The new facility will be constructed at the site of the existing Orchard Hill School and Timothy Edwards Middle School. The new 76,000 square foot facility will serve pre-kindergarten through fifth grade students, medically fragile programs, before and after-school programs, as well as community programs. It will be designed and constructed to Connecticut High Performance Building Standards. The facility will be constructed on a 35-acre parcel that is located north of the existing Orchard Hill Elementary School. The building siting was approved by the PBC on October 22, 2014. Site improvements will include, but are not limited to, access roads, circulation drives, parking lots, sidewalks, site lighting, playgrounds, and other site appurtenances (collectively, the "Project").

The architect for the Project is Drummey Rosane Anderson, Inc. ("DRA"); the mechanical/electrical/plumbing engineer is Consulting Engineering Services ("CES"); the structural engineer is Szewczak Associates; the civil engineer is Design Professionals Inc; the landscape and environmental consultant is Milone and MacBroom (collectively, the "Design Professionals"). The construction manager is Gilbane Building Company. The owner's project manager ("OPM") is Collier International – Project Management Northeast, formerly Strategic Building Solutions.

#### **II. Scope of Services**

The selected individual or firm ("Structural Firm") shall provide a structural engineering review of the structural plans and specifications of the proposed school facility in accordance with Conn. Gen. Stat. § 29-276b(b). The structural firm shall submit to the PBC via the OPM, a written report of its structural review of the proposed facility for compliance with the requirements of the State Building Code ("Code") and shall specifically identify any members, systems, and/or components of the primary structural support systems that do not comply with the requirements of the Code.

Included as attachments to this RFP and thereby incorporated herein, are two (2) geotechnical reports prepared by Dr. Clarence Welti, P.E., P.C. The initial geotechnical report is dated October 21, 2014. The

second report is dated April 27, 2015. Also included are the Design Development plans and structural specifications for the project.

The Structural firm shall perform its initial review of the attachments for the fixed fee submitted on the Structural Firm's Proposal Form, which fees shall be paid by the Town.

Per Conn. Gen. Stat. § 29-276b(b), should the structural plans for design specification be modified, the Structural Firm shall also review such modifications for compliance with the Code. Such additional review shall be performed on a time and materials basis to be paid for the by the Town at the hourly rates submitted on the Structural Firm's Proposal Form.

### **III. Project Schedule**

The project has recently reached the design development phase. The PBC anticipates selection of the successful firm on August 19, 2015 with award of the contract shortly thereafter.

The 90% contract documents are scheduled for delivery by the design team on August 21, 2015. It anticipated that the plans, specifications and structural calculations will be made available to the peer reviewer shortly thereafter.

### **IV. Deadlines for Review**

The selected Structural Firm will have thirty (30) calendars days from execution of the contract to complete its initial review and draft a report. An original copy of the report shall be submitted to the PBC at the address noted in section IX below. A digital copy of the review shall also be provided to the OPM, Colliers International/Project Management Northeast, Attn: Charles E. Warrington, Jr., P.E., Email: Charles.warrington@colliers.com as well as the DRA, Attn: Scot Woodin, SWoodin@draws.com.

Upon receipt of written responses from the Design Professionals and/or modifications to the plans, the Structural Firm will have seven (7) calendar days to review and respond. Should the Structural Firm require more than seven (7) calendar days to respond it shall notify the OPM via email, but in no event shall the deadline for a subsequent review be extended beyond fourteen (14) calendar days, time being of the essence.

### **V. Qualifications**

Companies, firms, individuals and other respondents to this RFP shall be licensed structural engineers in accordance with Chapter 391 of the Connecticut General Statutes.

### **VI. Standard Contract Terms**

The following provisions will be mandatory terms of the Town's Contract with the chosen Structural Firm. If you are unwilling or unable to meet, or seek to clarify or modify, any of these Contract Terms, you must disclose that inability, unwillingness, clarification and/or modification in your proposal:

#### **a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The chosen Structural Firm agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the chosen Structural Firm's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP

or the Contract. The chosen Structural Firm's obligations under this section shall not be limited in any way by any limitation on the amount or type of the chosen Structural Firm's insurance.

The chosen Structural Firm shall also be required to pay any and all attorney's fees incurred by the Town in enforcing any of the chosen Structural Firm's obligations under this section. The chosen Structural Firm's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the chosen Structural Firm.

b. ADVERTISING

The chosen Structural Firm shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the chosen Structural Firm may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the chosen Structural Firm to do so is not a statement about the quality of the chosen Structural Firm's work or the Town's endorsement of the chosen Structural Firm.

c. W-9 FORM

The chosen Structural Firm must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

All payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

e. MAINTENANCE AND AVAILABILITY OF RECORDS

The chosen Structural Firm shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

f. SUBCONTRACTING

The chosen Structural Firm shall not subcontract, transfer or assign all or any portion of its obligations under the Contract.

g. COMPLIANCE WITH LAWS

The chosen Structural Firm shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the Contract.

h. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the chosen Structural Firm will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the chosen Structural Firm shows that such disability prevents performance of the work involved.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

i. LICENSES AND PERMITS

The chosen Structural Firm certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The chosen Structural Firm shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

j. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the chosen Structural Firm ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the chosen Structural Firm, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

k. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

l. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

m. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

n. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

o. NON-EMPLOYMENT RELATIONSHIP

The Town and the chosen Structural Firm are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The chosen Structural Firm understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The chosen Structural Firm shall be solely responsible for any applicable taxes.

## **VII. References**

Each respondent shall provide a minimum of three references for projects similar in size and scope to this project. Reference listing shall include the name, title, valid telephone number and email address for each reference. Failure to provide a minimum of three references may result in rejection of the proposal.

## **VIII. Submission of Proposals**

In your proposal, include the credentials of the staff that will be performing the structural review, a list of recent projects in which your firm has undertaken similar structural reviews, along with your proposed fee. The fee shall be set forth on the Proposal Form and provided as a lump sum, excluding federal, state, and local taxes. Subsequent review hourly rates shall also be included on the Proposal Form.

Respondents are required to submit **(two) hard copies of the sealed proposal no later than August 7, 2015 at 4:00 p.m.** to:

Mr. Howard E. Fitts, Chairperson  
c/o Ann Walsh, Clerk of the Public Building Commission  
South Windsor Public Schools  
1737 Main Street, Room 205  
South Windsor, CT, 06074

The sealed proposal envelope shall be labeled as such:

**RFP # 1516-010 FOR INDEPENDENT THIRD PARTY STRUCTURAL ENGINEERING REVIEW FOR THE SOUTH WINDSOR ORCHARD HILL ELEMENTARY SCHOOL”**

Sealed Proposals received after the above specified date and time will be rejected.

Postmarks prior to the submission deadline do NOT satisfy this condition. The Town will not accept responses by e-mail or fax. Respondents are solely responsible for ensuring timely delivery. The Town will NOT accept late responses.

The Town may decline to accept responses received in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such responses and inform the respondent that the documents may be resubmitted in a sealed envelope properly marked as described above.

An authorized person representing the legal entity of the respondent must sign the response and all forms included in this RFP.

## IX. Termination or Amendment

The Town reserves the rights to amend or terminate this RFP, to reject any or all respondents, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Town's sole judgment, will be in its best interests. The Town reserves the right to ask any respondent to clarify its response or to submit additional information that the Town in its sole discretion deems desirable.

In addition, the Town may, before or after statement opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any addenda will be posted to the CT DAS contracting portal. **Each proposer is responsible for checking the DAS website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

## X. Questions and Amendments

Questions concerning the process and procedures applicable to this RFP or the other requirements of this RFP are to be submitted **in writing** (including by e-mail) and directed **only to**:

Name: Mr. Howard E. Fitts, Chairperson, Public Building Commission, c/o of Ann Walsh, Commission Secretary

Department: South Windsor Public Schools

E-mail: awalsh@swindsor.k12.ct.us

**Respondents are prohibited from contacting any other Town employee, officer or official concerning this RFP. A respondent's failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from respondents no later than 4:00 p.m. on Friday, July 31, 2015. That representative will confirm receipt of a respondent's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to response deadline, the Town will post any addenda on the State of Connecticut DAS website, town website, [http://www.southwindsor.org/pages/swindsorct\\_it/bids\\_rfps\\_](http://www.southwindsor.org/pages/swindsorct_it/bids_rfps_), and the South Windsor Public School website <http://www.southwindsorschools.org/page.cfm?p=2840>. **Each respondent is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its response in accordance with the RFP as modified by the addenda.**

## XI. Attachments

- A. Proposal Form
- B. Geotechnical Report by Dr. Clarence Welti, P.E., P.C. dated October 21, 2014.
- C. Geotechnical Report by Dr. Clarence Welti, P.E., P.C. dated April 27, 2015.

Note: Design Development Structural Plans and Specs are available upon request. Please email the Owner's Project Manager, Charles E. Warrington at [Charles.warrington@colliers.com](mailto:Charles.warrington@colliers.com) .