

**TOWN OF CHESHIRE
REQUEST FOR QUALIFICATIONS AND PROPOSALS**

RFQ/P #2324-03

Hazardous Building Materials Consulting Services

for the Norton Elementary School Abatement and Demolition

INTRODUCTION

The Town of Cheshire hereby requests qualification statements and proposals (from short-listed firms) for hazardous building materials consulting services in connection with the abatement and removal of the existing school and site materials as required for the full demolition and removal of the existing structure(s) housing the Norton Elementary School located at 414 N. Brooksvale Road, Cheshire, Connecticut 06410. This procurement is made pursuant to C.G.S. section 10-287.

All Statements of Qualifications and Proposals must be submitted in writing and in the form set forth in this Request for Qualifications and Proposals, and delivered in separate sealed envelopes to Cheshire Town Hall (84 South Main St. Cheshire, CT). Statements of Qualifications and Proposals will be received until [2pm] on [August 7, 2023].

GENERAL INFORMATION

The selected firm will have the responsibility to provide the scope of services described herein through its own firm's capabilities and/or consultants as expressly approved by the Owner. The basic project information (to be confirmed by the consultant) is as follows:

- Approximate date of original school construction: 1955
- Approximate site area: 17.9 acres
- Approximate building size: 58,100 gsf
- Existing student population: 419 +/-
- Grade Level Configuration: K-6

FIRMS INTENDING TO SUBMIT A STATEMENT OF QUALIFICATIONS AND A PROPOSAL FOR CONSIDERATION SHOULD CONTACT:

RICH SITNIK rich.sitnik@arcadis.com TO OBTAIN A LINK TO (1) AVAILABLE DRAWINGS, (2) AEHRA REPORTS, AND (3) THE PHASE I ESA.

SCOPE OF SERVICES

Comprehensive services shall be as follows:

Inspection, Report and Design Phase:

1. Review existing hazardous building material documentation provided in the appendices. Include all identified REC's as part of the remediation specifications and oversight. Include all required local, State and Federal coordination and approvals including all the Office of Grants Administration requirements (formerly OSCG&R), Town of Cheshire, parent and student notifications and coordination.
2. Survey, test & inspect the building structure(s) on-site, as required, to develop pre-demolition abatement specifications and drawings to include but not limited to the following:
 - a. Identify the presence of asbestos containing materials (ACM), lead-based paint (LBP) using XRF equipment, mercury switches, light ballasts and fluorescent light tubes and other miscellaneous hazardous materials/universal waste.
 - b. Asbestos testing includes inaccessible building materials such as roofing materials, damp-proofing materials behind exterior walls, interior ceramic floors and walls, wall adhesives (including behind bulletin and "chalk/white" boards, materials insides boilers and incinerators, foundation tars/damp-proofing, materials within wall and ceiling paneling, chases, flooring materials under fixed objects (shelving, cabinetry, desks), etc.
 - c. All sample analysis must be performed by independent laboratories.
 - d. Direct cost of materials required for sampling materials shall be considered a reimbursable expense. Cost for analysis of samples will not include materials required to obtain the samples themselves. Receipts for all materials shall be provided with the consultant's invoice.
 - e. Conduct Polarized Light Microscopy (PLM) testing to determine asbestos type and percent composition and should include the point count of all samples below 3% to verify exact percentage. Any sample from trace amounts up to 1% should be verified by TEM (Transmission Electron Microscopy) analysis.
 - f. PCB sampling – The Consultant shall inspect and identify potential source materials for PCB's and include a detailed list of suspect materials with assumed quantities in the report. The Consultant will develop an approach and make recommendations to the building committee for either sampling suspect PCB materials or moving forward assuming PCB source materials without testing (Presumptive Approach). The approach and recommendations discussed should minimize potential disruption and exposure to the occupied school balanced with

overall cost. The approach discussions should acknowledge that the building must remain operational and will be occupied by students and staff up to the summer of 2026. The project will be bid as a CM project in the fall of 2024 as a lump sum bid.

Depending on the final approach for PCB remediation, additional testing may include but not be limited to caulking and glazing compounds, roofing tars, damp-proofing tars, wall and floor adhesives and paint. A separate line item for unit rates is included in the bid proposal form for PCB including building and ground materials sampling. (PCB sampling is not included in the initial inspection, report and design phase and will be conducted using the hourly staff rates and unit costs for testing if implemented.)

- g. Building repair – Repair of adjacent surface sampling, roof sampling and interior sampling at the existing school should be limited to prevent exposure to weather and excessive damage to the building. The Hazmat Consultant will be responsible for such repairs. Sampling should be carefully planned to minimize damage to the existing building envelope and interior finishes through coordination with the Owner, Architect, CM and OPM. The School will remain in operation throughout the entire design and construction period and immediate patching will be the responsibility of the environmental consultant to maintain safe building operation and to ensure no open sampling areas remain.
3. Develop abatement/remediation specifications and drawings to include a detailed scope incorporating the required phasing as determined with the Owner, Architect, CM and OPM. Phasing plan shall be coordinated with the final construction phasing plan and shall show plans for abatement. Consultant shall prepare plans utilizing CAD/BIM software and coordinate specification section numbers, format, etc. with the architect of record.
4. Develop specifications for removal of all REC's identified in the Phase I and AHERA Re-Inspection Reports.
5. Prepare abatement plans/bidding documents for the abatement of asbestos containing materials (ACM), lead based paint (LBP), and/or other regulated hazardous materials as well as UST's or any other REC's identified in the Phase I and AHERA Re-Inspection reports. Prepare remediation plans/bidding documents for PCBs which may include specifications, performance based plans or self-implementing plans. Final report should include CAD/BIM drawings (backgrounds to be supplied by architect) showing the locations, quantities, condition, and types of all hazardous materials within the existing structures.

6. HBM consultant shall provide detailed cost estimates for remediation / demolition of the school at the completion of the inspection and design phase including options for PCB remediation with potential schedule impacts.
7. Consultant shall assume 20 man-hours for meetings with the design team and building committee in the initial phase for each school. This effort is part of the basic service but shall be tracked on its own separate line item on the invoice by the consultant and billed per the hourly rates.
8. All checklists, letters, notifications, and other documentation as required by the Office of Grants Administration requirements (formerly OSCG&R), CT DEEP, CT DPH, and EPA Region 1 shall be included in this proposal.

Bid Phase:

1. Assist the Owner in bidding the abatement/demo work, including but not limited to attendance at pre-bid and post-bid conferences, addressing bidder inquiries, preparation and issuance of addenda, review and reconciliation of bids, recommendations on contractor selection and contract terms. For purposes of this scope, consultant shall assume 20 man-hours.

Abatement Phase – Onsite Inspections and Monitoring:

1. Identification, coordination, and oversight of all required permitting and notifications.
2. Provide onsite personnel with appropriate credentials as required by regulatory agencies, to monitor abatement contractor's activities.
3. Provide oversight of all abatement contractor activities including but not limited to, documentation related to all local, state, and federal regulatory compliance, reporting, and abatement procedures.
4. Inspect and certify appropriate onsite conditions as required by regulatory agencies.
5. Conduct all testing, inspections, and analyses of conditions, as required by regulatory agencies, and as directed by the Owner.
6. Prepare and submit reports for all testing, inspections, and analyses of conditions, as required by regulatory agencies and as directed by the Owner. The report shall include all information required by AHERA for the owner's recordkeeping.
7. Included meetings with Owner as requested. See bid proposal form for project management hourly rate.

PROCUREMENT PROCESS

Following receipt of Statements of Qualifications, the Town will short-list no more than four (4) respondents for review of their concurrently submitted Proposals as set forth on the attached Proposal Form. In selecting the firms to be shortlisted and in evaluating the proposals of the shortlisted firms, the Town will apply the criteria set forth in C.G.S. Section 10-287(b)(4). All fees, costs and hourly rates shall be prepared with the following anticipated schedule in mind and will be firm for the duration of the assignment.

Anticipated Schedule

- Issuance of RFQ/P: July 17, 2023
- SOQ due August 7, 2023
- Building Committee Selection of Shortlist: August 10, 2023
- Building Committee Selection of Firm: August 10, 2023
- Town Council Approval of NGSBC Selection: Mid August
- Field Sampling Operations: August/September 2023 as coordinated with Owner
- Bidding of the Work: October 2024
- Abatement/Demolition: June - October 2026

QUALIFICATIONS

In your Statement of Qualifications, include the credentials of the staff that will be performing the inspections and a list of similar projects for which your firm has performed the services procured hereunder. If your firm is shortlisted, you will be invited to submit a proposal, including your proposed fee. The fee shall be provided as a lump sum on the form provided herewith and shall exclude federal, state, and local taxes.

STANDARD CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the chosen Firm. If you are unwilling or unable to comply with these terms, 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 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 Firm's malfeasance, misconduct, negligence or failure to meet its obligations under the RFQ/P or the Contract. The chosen Firm's obligations under this section shall not be limited in any way by any limitation on the amount or type of the chosen Firm's insurance.

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

b. ADVERTISING

The chosen 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 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 Firm to do so is not a statement about the quality of the chosen Firm's work or the Town's endorsement of the chosen Firm.

c. W-9 FORM

The chosen 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 from the NGSBC.

e. MAINTENANCE AND AVAILABILITY OF RECORDS

The chosen Firm shall maintain all records related to the work described in the RFQ/P for a period of seven (7) 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 Firm shall not subcontract, transfer, or assign all or any portion of its obligations under the Contract.

g. COMPLIANCE WITH LAWS

The chosen 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 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 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 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 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 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 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 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 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 Firm shall be solely responsible for any

applicable taxes.

p. STANDARD INSURANCE REQUIREMENTS

Contractor/ Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the Town of Cheshire and Cheshire Board of Education as Additional Insureds on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Town of Cheshire and Cheshire Board of Education.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

Professional Liability Insurance: \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town of Cheshire prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

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.

Submission of Statements of Qualifications and Proposals

On behalf of the Town of Cheshire respondents are required to submit **(one) hard copy of the Statement of Qualifications and in a separate sealed envelope, their Proposal, by no later than August 7 at 2:00 p.m.** to:

Sean M. Kimball, Town Manager
Town of Cheshire
84 South Main Street, Cheshire CT 06410

An authorized person representing the legal entity of the respondent must sign the response.

Respondent shall submit its **(one) electronic copy and five (5) hard copies of the Statement of Qualifications and Proposal by no later than August 7 at 2:00 p.m.** to:

Sean M. Kimball, Town Manager
Town of Cheshire
84 South Main Street, Cheshire CT 06410

Termination or Amendment

The Town reserves the rights to amend or terminate this RFQ/P, 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 RFQ/P if the Town determines it is in the Town's best interest. Any addenda will be sent directly to the respondents.

Questions and Amendments

Questions concerning the process and procedures applicable to this RFQ/P or the other requirements of this RFQ/P are to be submitted **by email by 2PM on August 1, 2023** and directed **only to: RICH SITNIK at rich.sitnik@arcadis.com**.

Respondents are prohibited from contacting any other Town employee, officer or official concerning this RFQ/P. 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 2:00 p.m. on August 1, 2023. 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 RFQ/P, containing all questions received as provided for above and decisions regarding same.

At least four (3) calendar days prior to the response deadline, the Town will post any addenda on the State of Connecticut DAS website, town website, under bids and proposals. **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 RFQ/P as modified by the addenda.**