



Pleasant Valley Elementary School

South Windsor Public Schools

Request for Qualifications and Proposals for Storm Water Monitoring

RFP Issue Date: September 30, 2021

Proposals are Due no later than October 29, 2021

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I. PROJECT DESCRIPTION

Summary

The Town of South Windsor, acting through its Public Building Commission ("PBC"), welcomes qualified firms to submit proposals for storm water monitoring associated with the Connecticut DEEP General Permit Requirements for the new Pleasant Valley Elementary School project. This project is the final phase of an elementary school master plan adopted by the South Windsor Board of Education.

Pleasant Valley Elementary School is located at 591 Ellington Road in South Windsor, Connecticut. The school fronts on Ellington Road to the west of the property but the parcel also contains approximately 90 linear feet of frontage on Long Hill Road to the east. Ellington Road is also known as Route 30 which is a state road. Residential properties and open space abut the southerly edge of the school proper.

In 2019 the Town purchased four parcels to the north of the school proper parcel. They were formerly owned by the Saint Francis of Assisi Church Corporation of South Windsor, Connecticut and formerly by Paul J. Burnham. The collective total acreage of the school proper parcel and four additional parcels is approximately 24-acres.

The full project construction will commence in December 2021 with an anticipated completion in Summer of 2023. Demolition and Abatement of the existing building will commence in the late summer of 2023 and sitework will be complete by November 2023.

The architect is Drummy Rosanne Anderson, Civil Engineer is Design Professionals Inc, and the project is represented by Collier's Project Leaders.

II. SCOPE OF WORK

The scope of work for the Project is as follows:

Task 1 - Plan Implementation Inspection

Conduct three (3) Plan Implementation Inspections as required by the Stormwater General Permit. These inspections shall be completed within the first 90 days to confirm compliance with the Stormwater General Permit and proper initial implementation of all controls measures designated in the Stormwater Pollution Control Plan (SWPCP).

The qualified professional engineer or soil erosion and sediment control professional selected to perform the initial inspection must:

- Not be an employee of the project owner.
- Have no ownership interest in the project.
- Submit resume confirming qualifications (to be retained with this plan).

Task 2 - Routine Inspections

Conduct Routine Inspections as required by the Stormwater General Permit. At least once per week AND within 24 hours of the end of a storm that generates a stormwater discharge, the qualified inspector must inspect and document the following:

- Date, time, weather and temperature at the time of inspection.
- Date and time of last storm event
- Storm duration and amount of precipitation (inches)
- Description of any stormwater discharge since last inspection
- Description of current construction activity
- Verify erosion control measures are implemented
- Note any corrective measures required
- Soil stockpile areas
- Equipment washout areas
- Construction entrances
- Material storage areas
- Equipment fueling and chemical storage areas

Task 3 - Stormwater Monitoring

3.1 - Sample Collection Procedure

Stormwater samples must be collected and analyzed for turbidity *at least once per month* until final stabilization of the drainage area contributing to each respective outfall is achieved.

Sampling is only required during normal working hours as defined in this plan. If the stormwater discharge continues into the next working day, sampling shall resume for the duration of the discharge.

At each outfall, at least 3 grab samples shall be collected during a storm event. The first sample should be collected within the first hour of stormwater discharge. Samples may be analyzed with an in-situ turbidity probe or by an off-site laboratory. Each of the 9 samples (3 samples at 2 outfalls) must be analyzed individually, composite samples are not permitted.

If there is no discharge during a month, sampling is not required.

3.2 - Sample locations

The sample locations will be provided in the Storm Water General permit for each project.

3.3 - Submission of Stormwater Monitoring Reports

Sample results must be tabulated on the Stormwater Monitoring Form (SMR) provided in Appendix D and submitted to DEEP within 30 days following the end of each monthly sample period.

Submission of stormwater sample results must be made electronically using NetDMR which may be accessed at the following location: www.ct.gov/deep/netdmr

Please refer to Appendix B for the proposed site grading plans and sedimentation and erosion plans. Please note that the appendix is a partial set of plans to familiarize interested firms in the scope of the project. A full set of the general permit plans will be provided to the awarded firm.

Project Schedule: Construction Activities are scheduled to start in December 2021 and commence through November 2023. Monitoring activities will continue through November 2023 however, monitoring may need to continue to spring 2024 depending on the establishment of the site by November 2023. If monitoring is required beyond November 30, 2023, it will be done so as an additional service using the unit prices provided in the fee proposal.

III. QUALIFICATIONS OF FIRMS OR INDIVIDUALS SUBMITTING PROPOSAL

Companies, firms, individuals and other respondents to this RFP shall be a licensed professional civil engineer or qualified soil erosion and sediment control professional. All Respondents shall submit written document of qualifications with the proposal. Proposals submitted without such documentation is subject to rejection.

IV. SUBMISSION OF QUALIFICATION STATEMENTS AND FEE PROPOSAL

General Requirements: Respondents are welcome to provide Qualifications and Proposals for Stormwater General Permit Inspections and Monitoring. Qualification response packages shall provide a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the RFP, and an understanding of the Project. Please submit all requested testing pricing on the attached 1-page form of unit pricing and budget cost (which will multiply and provide a 'total' price.) Please note that the quantities of services listed are an estimate only, for purposes of providing an estimated total price. All services will be provided on a unit price basis, as listed in the form.

Respondents shall submit two copies and 1 electronic copy (1 compiled PDF file on thumb drive) of their proposals. All proposals must include the following:

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 Stormwater Discharge Permit Inspections and Monitoring Experience

Provide a list (minimum three projects) of Connecticut Projects for which your firm has provided stormwater discharge permit inspections and monitoring. For each project indicate:

- a. approximate size of project (S.F.);
- b. type of construction (new or renovation); and
- c. year service was provided

3. Resume or Work Experience

Provide a resume or work experience description for all persons who will be performing the inspections and monitoring for this project.

4. References

Please provide recent references for projects of similar size (\$25+ million construction) where your firm has performed inspection and monitoring of stormwater discharge permitting requirements in Connecticut.

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 you and/or your firm is or has been involved in the past 5 years.

6. Pricing

Provide proposed pricing in a separate sealed envelope labeled with you and/or your firm name and the title, "RFP for South Windsor Pleasant Valley Elementary School Stormwater Monitoring."

Submit pricing on proposal form attached in section XI.

7. Insurance

Provide a copy of respondent's insurance certificate.

V. METHOD OF SELECTION/CRITERIA FOR AWARD

A. The Respondents will be evaluated on their qualifications by the South Windsor PBC using the following criteria:

1. Compliance with submission requirements;
2. Connecticut Stormwater Discharge Permit Inspection and Monitoring;

3. Resume/Work Experience;
4. References;
5. Default/Litigation;
6. Pricing Proposal;
7. The Respondent must be properly insured; and
8. The ability and capacity of the Respondent(s) to provide the services within the necessary timeline.

VI. DEADLINE FOR PROPOSALS

Respondents are required to submit **(two) hard copies and one digital copy on a thumb drive of a sealed proposal no later than October 29, 2021 at 2:00 p.m.** to:

Mr. Matt Montana, 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 FOR SOUTH WINDSOR PLEASANT VALLEY STORMWATER GENERAL PERMIT INSPECTIONS AND MONITORING”

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.

VII. 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 and the Town's website. **Each proposer is responsible for checking the DAS website and the Town 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.**

VIII. QUESTION AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP or the other requirements of this RFP are to be submitted **via email** to:

Name: Kate Turner, Owner's Rep

Department: Colliers Project Leaders

E-mail: Kathleen.turner@colliers.com

Inquiries should also be copied to Ms. Ann Walsh at awalsh@southwindsor.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 representative listed above must receive any questions from respondents no later than 4:00 p.m. on Friday, October 22, 2021. 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 (3) 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_ and the South Windsor Public School website <http://www.southwindsorschools.org/page.cfm?p=2840>. **Each respondent is responsible for checking the websites 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.**

IX. INSURANCE REQUIREMENTS

Workers' Compensation Insurance: With respect to all operations the respondent 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 the respondent 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 South Windsor. 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 the respondent 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.

Acceptability of Insurers: The respondent'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 South Windsor.

Aggregate Limits: Any aggregate limits must be declared to and be approved by Town of South Windsor. It is agreed that the respondent shall notify the Town of South Windsor 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, the respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the respondent.

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

Waiver of Governmental Immunity: Unless requested otherwise by the Town of South Windsor, the respondent 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 South Windsor.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the respondent's liability to the Town of South Windsor. 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 the respondent, it shall be liable to the Town of South Windsor for the difference, plus all fees and expenses incurred in collecting same, all at the respondent's sole cost.

X. STANDARD CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the chosen Respondent. 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 Respondent 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 Respondent's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The chosen Respondent's obligations under this section shall not be limited in any way by any limitation on the amount or type of the chosen Respondent's insurance.

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

b. ADVERTISING

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

c. W-9 FORM

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

g. COMPLIANCE WITH LAWS

The chosen Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent, 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 Respondent 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 Respondent 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 Respondent shall be solely responsible for any applicable taxes.

XI. FEE PROPOSAL FORMS

**(Pleasant Valley Elementary School)
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To: South Windsor Public Building Commission _____, 2021
South Windsor Town Hall
1540 Sullivan Ave.
South Windsor, CT 06074

Re: The New Pleasant Valley Elementary School Construction Project – Stormwater Discharge Permit Inspection and Monitoring Services

The undersigned hereby offers to perform the services described in the Request for Qualifications and Proposals for Storm Water General Permit Inspections and Monitoring for the Pleasant Valley Elementary School for the fee proposal set forth herein.

Purpose

The purpose of this RFP is to receive pricing for the Stormwater Discharge Permit Inspection and Monitoring Services for the referenced project.

BASE BID:

1. Total Fee for Stormwater Discharge Permit Inspection and Monitoring Services including all Labor, material and supplies, as determined on page 2 of 2 of this Fee Proposal
Forms,(describe)_____Dollars
(\$ _____)

Additional Services

If requested, shall be billed at an hourly rate of \$_____/hr

Authorized Representatives:

Stormwater Discharge Permit Inspection and Monitoring Services Firm

Printed Name and Title: _____ Date:_____

Signature _____ Date:_____

FEE PROPSOAL FORM
(Page 2 of 2)

Task 1 - Plan Implementation Inspection

Unit Price per Inspection: \$ _____ x 3 inspections = \$ _____

Task 2 - Routine Inspections

Unit Price Per Inspection \$ _____ x 93 inspections= \$ _____

Note: 101 Inspections consists of 86 weekly inspections (20 months x 4.3 weeks per year) plus 15 discharge event inspections.

Task 3 – Stormwater Monitoring

Unit Price Per Sample Group (3 samples at 2 locations) \$ _____ x 18 Sample Groups = \$ _____

Note: Assumed 20 months until discharge area is fully established.

Total Base Bid Amount = \$ _____

Note: In case of discrepancy between total base bid amount and unit prices, unit prices govern.