

TOWN OF DURHAM

Selectman's Office
P.O. Box 428
Durham, CT 06422

REQUEST FOR QUALIFICATIONS
REQUEST FOR PROPOSALS

**KORN ELEMENTARY SCHOOL BUILDING
ADAPTIVE REUSE FEASIBILITY STUDY**

BOARD OF SELECTMEN

Laura L. Francis, First Selectman
John T. Szewczyk, Selectman
Thomas A. Hennick, Selectman

Legal Notice
Request for Qualifications
Request for Proposal
Town of Durham

The Town of Durham requests that sealed qualification and proposal packages be submitted for the following: **Korn Elementary School Building, Adaptive Reuse Feasibility Study.**

Said qualifications and proposal packages (submit (6) copies) must be in a sealed envelope clearly marked **Request for Qualifications and Proposal, Korn Elementary School Building, Adaptive Reuse Feasibility Study.**

All sealed packages will be accepted at the Selectmen's Office no later than 2:00 p.m. on Monday, March 12, 2018 and will be opened at that time and date. No FAX packages will be accepted.

A pre-proposal meeting will be conducted at the Korn Elementary School, Pickett Lane, Durham, Connecticut at 10:00 AM on Tuesday, February 20, 2018. Snow date: 10:00 AM on Thursday, February 22, 2018.

Specifications and RFQ/RFP documents may be obtained from the office of the First Selectman, Town of Durham, P.O. Box 428, 30 Townhouse Road, Durham, CT 06422, downloaded at www.townofdurhamct.org, or by calling 860-349-3625.

Dated at Durham, Connecticut
Date: February 5, 2018

Laura L. Francis
First Selectman

General Specifications

A. PURPOSE

The Town of Durham is requesting statements of qualifications and proposals from qualified architectural firms to complete an adaptive reuse feasibility study for the former Korn Elementary School Building (and property), located on Pickett Lane in Durham.

B. PROJECT EXPERIENCE AND CAPABILITY

All architectural firms responding to this RFP shall be experienced in developing adaptive reuse feasibility studies and shall demonstrate the possession of sufficient resources to complete all of the tasks, activities, and reports outlined within this document.

C. PROJECT DIRECTION

The primary interface between a selected architectural firm and the Town will be through the Durham First Selectman. An advisory committee (which will be representative of local organizations and various segments of the community so that a robust avenue for public input is established) will be created and the selected firm should plan to meet with this committee on at least two occasions and should further be prepared to respond to feedback from this committee and through the Durham First Selectman at other times. This committee shall be responsible for guiding the completion of the work outlined herein by the selected architectural firm.

D. PRE-PROPOSAL MEETING AND INTERVIEW

A pre-proposal meeting will be conducted at the Korn Elementary School, Pickett Lane, Durham, Connecticut at 10:00 AM on Tuesday, February 20, 2018. Snow Date, 10:00 AM on Thursday, February 22, 2018.

Prior to selecting an architectural firm, the First Selectman and advisory committee will conduct interviews with select architectural firms that submit statements of qualifications and proposals.

E. PROJECT BACKGROUND

The Korn Elementary School building is currently owned by Regional School District 13. The building was closed as an elementary school in recent years due to declining student enrollment. The Town of Durham has proposed to Regional School District 13 that the Town assume ownership of the building.

The Town of Durham is seeking a feasibility study responsive to the needs outlined herein to ensure it can make an accurate and informed decision regarding reuse of the building and property for municipal uses.

F. BUILDING BACKGROUND

Korn elementary school was constructed in 1963. Various upgrades to the building and mechanical systems have been performed by the Regional District 13 during its tenure of ownership. The school building is approximately 31,274 square feet in size, plus 1,848 square feet of portable classrooms and is served by public water supply and an on-site subsurface sewage disposal system.

Documentation regarding various building systems and conditions have been prepared by the School District during the period of school operation and this documentation, along with related project information, are available for inspection and reference at the Durham Town Hall, 30 Town House Road, Durham, and may be viewed during regular business hours, by contacting the office of Durham First Selectman 860-349-3625 or by visiting the towns website at www.townofdurhamct.org.

G. POTENTIAL BUILDING/PROPERTY USES

The Town has tentatively determined that the following, non-exclusive list of uses may be well-suited for the adaptive reuse of the elementary school building and the property upon which it is located:

- Senior citizen center
- Community recreation facility
- Providing space for various Town office use [including but not limited to Administrative Offices, Recreation Office, Resident State Trooper];
- Expanded Parks and Recreation opportunities
- Maintaining the existing athletic fields and gymnasium for public use
- Meeting rooms for local groups and organizations
- Utilization of kitchen facilities for meals for varying events or programs
- Various other uses commonly associated with a community center.

Architectural firms responding to this RFQ RFP should note that this is not an all-inclusive list. Additionally, the selected architectural firm should be prepared to analyze the layout, floor space, and existing assets of the existing building and provide recommendations as to how a mix of these uses (and any other uses identified and prioritized by the First Selectman and advisory committee) could be most efficiently and cost-effectively established.

H. FUNDING

This study will be funded with Town of Durham funds.

SCOPE OF WORK

1. **Assessment of Building/Property (Existing Asset Assessment):** The selected architectural firm will be responsible for assessing the current condition of the former Korn Elementary School building as well as the property upon which it is located and shall identify and/or review the following items (from an engineering/architectural/code compliance perspective):

- Existing and likely structural deficiencies;
- Existing building systems and likely code deficiencies, including, but not limited to:
 - The electrical systems and wiring of the building;
 - The mechanical systems of the building;
 - The plumbing systems of the building;
 - Roof system;
 - Any building code violations.
- Existing and potential mold issues or other situations that threaten air quality;
- Existing environmental deficiencies, asbestos issues;
- Existing water, sanitary sewer, and storm sewer capacities;
- Driveway and parking area pavement, walks, ramps and curbing;
- Any reports that must be completed [as determined through an assessment of all existing support documentation regarding air quality; removed underground storage tanks, asbestos removal, etc.];
- Existing and potential universal accessibility barriers and ADA-compliance needs;
- The basic condition of the property upon which the former elementary building is located;
- Any improvements that could be made to enhance the energy efficiency of the building;
- And any other related items reasonably connected to the above detailed items.

As an integral component of this assessment, the selected architectural firm shall provide cost estimates related to the remediation and/or correction of any detected deficiencies and cost estimates for the making of any improvements. Additionally, architectural firms should be aware that drawings of the building and its components (as well as building related reports) are available for inspection and reference at the Durham Town Hall, 30 Town House Road, Durham, and may be viewed during regular business hours, by contacting the office of Durham First Selectman 860-349-3625.

2. **Adaptive Reuse Assessment:** The selected architectural firm will be responsible for analyzing the building and property, within the context of any issues identified through the existing asset

assessment, and within the context of the potential property/building uses listed herein, to identify:

- Whether any of the proposed and/or potential uses of the building/property are not appropriate;
- How the existing building and floor space may be best utilized to provide a mix of proposed and/or potential uses in a functional and logical manner;
- And any improvements required to the building and/or property (including available parking) to adaptively reuse the existing building/property for those uses detailed herein and/or identified by the First Selectman and advisory committee.

As an integral component of this assessment, the selected architectural firm shall provide cost estimates related to any improvements that would be required to repurpose the building/property for identified uses. Additionally, the selected architectural firm shall provide detailed estimates of the anticipated operational and/or upkeep costs associated with the adaptive reuse of the building/property.

3. ***Public Engagement/Communication:*** The selected architectural firm, as detailed above, shall attend at least two meetings arranged by the First Selectman and advisory committee and shall be available, as needed, to discuss the completion of the adaptive reuse feasibility study with the Durham First Selectman. The selected architectural firm shall provide a quote for its attendance at any additional meetings and/or public functions on a per occasion basis.
4. ***Potential Funding Analysis:*** The selected architectural firm shall provide assistance with identifying and/or analyzing appropriate funding sources and/or grant opportunities for identified uses.

PREPARING A RESPONSE

By submitting a response, respondents represent that they have thoroughly examined and become familiar with the scope of work outlined in this RFQ RFP and are capable of performing the work to achieve the objectives. The submittal must demonstrate that the respondent has sufficient and appropriate resources to complete the project. Consultants must designate the project lead and report where his/her primary office is located. Any proposed sub-consultants must be identified.

CONTENTS OF RESPONSE

Respondents shall organize their responses in accordance with the following format:

- 1. Cover letter:** Provide a letter of introduction with a brief description of your firm, indicating the primary office location for the performance of this project, the type of firm, areas of specialization, the project lead, and any other staff members that would be involved in the completion of the study. Include a company name and address, a contact name and title, appropriate phone numbers, fax numbers, e-mail addresses and website addresses. Identify any and all sub-consultants that would be involved.
- 2. Timeline:** Provide a proposed detailed timeline outlining how and when the study would be completed.
- 3. Key Personnel:** Include the biographies of personnel to be assigned to the project during the specified project timeline and indicate what role these individuals will assume in the completion of the study. Directly outline how the experience and skills of these individuals and/or sub-consultants would be employed to complete the scope of work outlined herein.
- 4. References:** For the prime consultant and any sub-consultants, provide reference information and brief project descriptions for at least three (3) recent or current clients. Reference projects should be recently completed within the last eight (8) years and be *similar* in nature to the project described in this RFP. Please include the following information for references:
 - 1) The name of client;
 - 2) The name and title of the client's primary contact;
 - 3) The telephone number, fax number, e-mail address, and mailing address of the client's primary contact;
 - 4) And a brief description of the types of services provided during the overall scope of the project, the duration of the project, project size and cost and the current status of the project.
- 5. Budget:** Include a detailed budget for services required for the completion of this study, including a detailed listing of the cost for each activity/task referenced herein, and any other costs (such as travel costs and materials) that may be required to complete the study.
- 6. Progress Schedule:** Include progress payment schedule with milestones.
- 7. Number of Copies and Length of Proposal:** All submissions should be clearly marked "*Korn Elementary School Building Adaptive Reuse Feasibility Study.*" Please include six (6) copies of your statement of qualifications and proposal along with an original. The Town of Durham will only accept complete submissions. No partial submissions will be accepted.

SUBMISSION OF RESPONSES

All responses must be submitted by no later than 2:00 p.m. on Monday, March 12, 2018 to the attention of Laura L. Francis, First Selectman, Town of Durham, 30 Town House Road, P.O. Box 428, Durham, Connecticut 06422.

Questions regarding this RFP should be directed to the Durham First Selectman at 860-349-3625.

SELECTION CRITERIA

Responses to this solicitation will be evaluated on the following criteria:

- The qualification and experience of the prime consultant and any sub-consultants with projects of a similar scope and size;
- Demonstrated knowledge of adaptive reuse feasibility studies;
- Demonstrated staffing and/or capacity and resources for all required work;
- A history of successful performance on similar projects,
- The proposed cost of the study;
- And a demonstration of commitment for meeting the proposed timeline.

The Durham Board of Selectmen expect to make a final determination regarding the award of this feasibility study in March 2018; this date is subject to change. Timeframe for completion of the study; 2 months.

OPTIONAL SERVICES

Respondents may submit estimates for optional services they believe may enhance the quality of the completed feasibility study and/or aid in the efficient and comprehensive completion of this study. These additional services shall be clearly identified and not included in the base proposal. However, the final determination as to the suitability of such optional services shall be made entirely by the First Selectman.

TERMS AND CONDITIONS

- 1. *Qualification Proposal Packages Received:*** Sealed qualification proposal packages for the Request for Letters of Qualifications Proposal for Professional Architectural Services will be received at the Office of the First Selectman at the Durham Town Hall, 30 Townhouse Road, Durham, CT 06422, until 2:00 p.m., local time, on Monday, March 12, 2018. Qualification packages will be opened at that time and date.
- 2. *Addenda and Interpretations:*** No interpretations of the meaning of the Plans or other pre-qualification documents will be made to any participant orally.

Any additional information or questions regarding this request shall be made in writing to email address lfrancis@townofdurhamct.org no later than one week prior to proposal due date.

- 3. *Disqualification of Firms:*** More than one qualification proposal package from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Firm is interested in more than one RFQ/RFP for the work contemplated will cause the rejection of all qualification proposal packages in which such Firm is interested. Any or all qualification proposal packages in which such Firm is interested will be rejected if there is reason for believing that collusion exists among the Firms; and all participants in such collusion will not be considered in future qualification proposal packages for the same work. No qualification proposal package will be deemed worthy except that of a competent Firm capable of performing the class of work contemplated.
- 4. *Preparation of Qualification Proposal Package:*** The qualification proposal package must be made upon the form contained herein. The blank spaces in the form must be filled in correctly where indicated. Ditto marks are not considered writing or printing and shall not be used. The Firm shall sign his/her form correctly. If an individual makes the qualification package, his/her name and post office address must be shown. If made by a firm, partnership, or corporation, the form must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each qualification proposal package (6 copies) must be submitted in a sealed envelope bearing on the outside the name of the Firm, the Firms address, and name of the project for which the package is submitted. If forwarded by mail, the sealed envelope containing the RFQ/RFP must be enclosed in another envelope addressed to: First Selectman, Durham Town Hall, P.O. Box 428, Durham, CT 06422.

- 5. *Irregular Qualification Package:*** The Town of Durham reserves the right to reject any qualification proposal package if they show any omission, alteration of form, additions not called for, conditional, or irregularities of any kind.
- 6. *Withdrawal of Package:*** If a Firm wishes to withdraw his/her qualification proposal package, he/she may do so before the time fixed for the opening of package by communicating his purpose to the Durham First Selectman. Upon such notice, the qualification proposal package will be made available unopened to the Firm at the Durham First Selectman's Office.

7. Required Insurances:

Before execution of the Contract, the Architect will be required to file with the Town of Durham a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Durham First Selectman, shall name the Town of Durham as an additional insured party on the form furnished with these specifications. Coverage shall be primary and non-contributory.

Workmen's Compensation Insurance: With respect to all operations the Architect performs and all those performed for it by subcontractors, the Architect shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

Professional Liability Insurance. With respect to the project operations the Respondent performs and also those performed for it by subcontractors, the Respondent shall carry regular Professional Liability Insurance (Architects, Engineers, Attorneys, Accountants, Actuaries, Agent of Record). The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of \$2,000,000 for all damages during the policy period.

Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for accident or occurrence in the amount of \$1,000,000 combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property.

Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the First Selectman.

Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Town of Durham against all damages, even if groundless.

Compensation: There shall be no direct compensation allowed the Architect on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

Hold Harmless & Indemnification: The Town of Durham does not waive its right to subrogation. To the fullest extent permitted by law, Architect, all subcontractors and agents shall at all times defend, indemnify and hold harmless the Town of Durham and the Durham Board of Education and their officers, employees, and agents from and against all claims, demands, damages, losses, judgements, costs, workers' compensation payments, and expenses, including attorney fees, that arise from or are alleged to arise from the negligent performance of this Agreement, and breach of this Agreement.

The existence of insurance shall in no way limit the scope of this indemnification. The architect further undertakes to reimburse the Town for damages to the property caused by the architect,

or his/her employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him/her or them.

- 8. Incurred Costs:** This RFQ RFP does not commit the Town of Durham to award a contract or to pay any costs incurred in the preparation of a response to this request. The Town of Durham will not be liable in any way for costs incurred by respondents in replying to this RFQ RFP.
- 9. Disclosure:** Upon receipt, responses become “Public Records” and shall be subject to public disclosure.
- 10. Right to Cancel:** The Town of Durham reserves the right to cancel this RFQ RFP at any time and to decide not to consider any or all of the respondents submitting information in response to this request.
- 11. Severability:** If any terms or provisions of this Request for Statement of Qualifications and Proposal are found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.
- 12. Collusion:** By offering a submission to this RFQ/RFP the Firm certifies the Firm has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Complete Appendix A and submit with proposal.
- 13. Compliance with Federal and State Regulations:** This study will be funded by the Town of Durham.
- 14. Interview:** Interviews will be conducted with select firms. If interviews are requested, it should be noted that they will be for fact finding purposes, not negotiations.
- 15. Scope of Work:** *The final scope of work may be negotiated between the firm and the Town of Durham* depending upon any optional services proposed.
- 16. Non-Discrimination:** The Town of Durham does not discriminate because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individual’s ability to perform the job.
- 17. Disclaimer:** The Town of Durham reserves the right to reject any and all proposals, or portions thereof, for any reason. Additionally, the Town of Durham reserves the right to adjust the scope of work as needed for the completion of the feasibility study.
- 18. Assignment/Transference of Agreement:** The selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from the Town of Durham.

PROPOSAL FORM

Proposal of _____* (hereinafter called
“Bidder”), organized and existing under the laws of the State of _____, doing business
as _____ the Town of Durham
(hereinafter called the “Owner”).

**Insert “a corporation,” “a partnership,” or “an individual” as applicable.*

In compliance with your Request for Proposal, Bidder hereby proposes to perform all work for **Request for Qualifications and Proposals, Korn Elementary School Building, Adaptive Reuse Feasibility Study** in strict accordance with the Contract Documents and at the prices stated below.

By submission of this Proposal, each Bidder certifies that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any competitor.

The Architect shall and will do any and all work and furnish any and all materials not herein provided for, which in the opinion of the Owner, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work shall be approved in writing by the Owner, and in no case, will any work be paid for unless so approved. Additionally, if the extra work requires additional cost of time, a proposed addendum must be issued prior to work commencing. No claim for delay shall be made as a result of this process. No voucher, claim or charge against the Owner shall be paid, nor is the Owner liable for any vouchers, claim or charge unless an addendum is issued. The Architect further agrees that he/she shall accept, as full compensation for such extra work and materials, the lump sum price proposed, in the case of Items covered by lump sum prices in the Proposal, and no more; and for such Items as are not covered by a lump sum price, he/she shall accept as full compensation:

1. An agreed-on lump sum price, or
2. The reasonable cost, as determined by the Owner, of all necessary labor, including insurance and payroll, taxes, equipment rental, and materials, which covers supervision, the use of tools and plant, and other overhead expenses and profit.

The Architect agrees to prosecute such extra work with all reasonable diligence and to employ thereon-competent workers. The Architect shall give the Owner access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by lump sum prices, and he/she agrees that he shall have no claim for compensation for such extra work in the case of items not covered by lump sum prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Owner before the fifteenth (15th) day of the month following that during which each specific addendum was complied with.

APPENDIX A

Affidavit of Non-Collusive RFQ

STATE OF CONNECTICUT)
) ss.:
COUNTY OF _____)

_____ being first duly sworn, deposes and says:
(Type or print name)

That he or she is the _____ of
(Type or print title)

_____, who submits
(Type or print name of company/firm)

herewith to the _____ attached RFQ/proposal; that he or she is the person whose name is signed to the attached RFQ/proposal; that said RFQ/proposal is genuine; that the same is not a sham or collusive; that all statements of fact therein are true; and that such RFQ/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the Firm/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award to contract, or of any other Firm/proposer, or of anyone else interested in the proposed contract; and that the Firm/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other Firm/proposer.

Affiant further deposes and says that prior to the public opening and reading of RFQs/proposals, said Firm/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham RFQ/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said Firm/proposer or anyone else would submit a false or sham RFQ, or that anyone should refrain from bidding or withdraw their proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the RFQ price of said Firm/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their RFQ/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, RFQ depository, or to any member or agent, thereof, or to any individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Name: _____

Title: _____

Subscribed and sworn to (or affirmed) before me on the ____ day of _____, 20__, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public

(Notarial Seal)

WARNING: RFQ/RFP will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and the notarial seal.