

January 12, 2021

REQUEST FOR PROPOSALS

**ARCHITECTURAL / ENGINEERING SERVICES ASSOCIATED WITH
THE MILO PECK CHILD CARE SCHOOL HVAC EFFICIENCY UPGRADES
MILO PECK SCHOOL
114 PALISADO AVENUE
WINDSOR, CT 06095**

THIS IS AN INVITATION FOR PROPOSALS AND THE TOWN RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE, HIGH OR LOW, AS IT DETERMINES TO BE IN THE BEST INTERESTS OF THE TOWN OF WINDSOR.

GENERAL

The Town of Windsor is accepting proposals from licensed Architectural / Engineering Services for the design of replacement existing heating systems. Currently wall ac units are in use. Design replacement air conditioning ventilation for whole building. The school was built in 1935, with additions added later, and is approximately 24,000 square feet comprising of 2 floors, 3 floors some areas. It is anticipated the project to be performed in phases over several years. The first phase will be heating systems replacement. The bid shall address the following items.

I. Scope of work:

- A. Site evaluation of complete existing heating cooling systems, mechanical room, controls, and all associated piping.
- B. Schematic Options for new heating and cooling systems to include highest efficiency equipment.
- C. Installation of Autologic WEBCTRL DDC Controls. NO SUBSTITUTES.
- D. The existing heating plant is original to 1970 and later. Natural gas fired boiler, steam radiation, heat exchangers, AHU, unit heaters, and fin tube radiation.
- E. Air conditioning exists in selected areas only. Whole building to be designed for new air conditioning and ventilation.
- F. New Electrical Service may be required.
- G. Alternative energy means and methods to be considered for building.
- H. Administrative requirements: provide bi-monthly progress updates to the Windsor Public Building Commission during project, mandatory walkthrough, bidding, construction administration, all closeout documentation, attend PBC meetings, work with school and town staff design approval, during construction administration updating Commissioners on project progress, conduct weekly jobsite meetings.

II. Proposal and Submittal Provisions

All work must be performed under the direction of an Architect and / or a Professional Mechanical Engineer registered in the State of Connecticut as appropriate to perform the work identified.

III. The Proposals Shall Include:

1. Total proposal sum of scope of work to be performed MUST include meetings with the Public Building Commission. Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration Closeout Documentation.
2. An assessment of the facility and the approach to developing the design.
3. A statement of staff availability and their experience and background.
4. Provide a reference of clients and similar projects applicable to the size and complexity of the proposed scope of work.
5. An evaluation of the projected time schedule of the phased design work and when completed estimated costs of PBC approved design(s).
6. It is expected that the design will be completed by June 2021, with construction in subsequent years.
7. Bidder' Questions Deadline: February 8, 2021 10:00 am.

VI. Selection Criteria

The architect will be selected by the Windsor Public Building Commission on the basis of the following:

1. Experience and knowledge with similar projects.
2. Cost.
3. Understanding of the scope of work.
4. Approach and scheduling of the tasks required.
5. Staff availability.

SUBMISSION REQUIREMENTS

Bids will be received until 11:00 am Friday February 12, 2021, at which time they will be publicly opened via Zoom Meeting to be scheduled.

The respondent shall submit seven sets of proposals c/o

***Jim Bourke
Director of Finance
Windsor Town Hall
275 Broad Street
Windsor, CT 06095***

A mandatory walkthrough is scheduled for 10:00 A.M. Monday January 18, 2021. COVID-19 Best Practice restrictions applicable.

Terms and Conditions

Unless otherwise modified, the following terms and conditions will apply to professional services rendered. The Architect may use a standard form of agreement incorporating the following provisions.

Services to be Provided

The Architect firm shall provide services as set forth in the bid and in accordance with the terms identified herein. The services provided will be performed on behalf of and solely for the Town of Windsor and any information, tests, reports, correspondence, and conclusions shall not be released to other parties unless authorized by the Town of Windsor or in accordance with any applicable state or federal law.

Billing and Payment

The Town of Windsor will pay the architects for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon completion of services rendered. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 30 days after receipt of an invoice requesting payment, and with the approval of the Public Building Commission, indicate the approval of payment and process the invoice or indicate to the architect in writing, the reason for refusing to approve said invoice. In the latter case, the architect will make the necessary corrections and resubmit the invoice. The Town will, within 30 days of an approved invoice, pay the amount to the Consultant.

Court Litigation and Waiver of Jury Trial

Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract **shall not be submitted to arbitration** and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

Mediation

All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute

then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

Equitable Relief

Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

Insurance

The Architect, after being awarded the Contract but prior to starting work, furnish Certificates of Insurance, including Automobile, Commercial General Liability, Professional Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

1. Commercial General Liability Insurance:

The Architect shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

2. Commercial Automobile Liability Insurance

The Architect shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

The Architect shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

The Architect shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

5. Professional Liability Insurance

The Architect shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty- (30) days notice to the Town of Windsor in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile, and Umbrella Liability shall name the Town of Windsor as an additional insured.

Certificates of Insurance, acceptable to the Town of Windsor shall be delivered to the Town of Windsor prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Architect shall not allow any Subcontractors to commence work until the Subcontractors insurance has been so obtained and approved.

Use of Architect's Drawings, Specifications and Other Documents

The drawings, specifications and other documents prepared by the Architect for this Project shall be the joint property of the owner and the Architect, provided, however, the rights of ownership shall be limited as follows:

- (a) Owner may utilize the project drawings and specifications and other documents.
- (b) Owner shall protect and hold harmless the Architect from any liability for any modifications or changes in the above documents done by the Owner and not authorized by the Architect. The Owner accepts complete responsibility for the accuracy of the documents for any use beyond that intended by the Architect under the visions of this Contract.
- (c) Architect shall provide the owner with drawings, specifications and other documents required by the owner to complete the project in the event, for any reason, the Architect fails or is unable to complete the project. The Architect shall be paid for all services performed up to the date of termination of the Architects' services but no dispute, mediation, or arbitration or other proceedings shall allow the Architect to withhold such documentation as may be required by the owner to complete the project.

(d) Architect may utilize any of the constituent parts of the drawings and specifications on any other project except for any unique or distinctive architectural components or effects which taken independently or in combination would produce a project with substantially similar and distinctive features.

(e) Architect shall provide the owner with a complete record set depicting the project reasonably as-built with the exception that responsibility for all mechanical and electrical systems as-builts shall be required from the contractors as Part of the contract documents.

The Owner shall have the unlimited right to submit or distribute documents to meet official regulatory requirements or for similar purposes in connection with the project.

Town of Windsor
Windsor Town Hall
Finance Department
275 Broad Street
Windsor, Connecticut 06095

TO: Mr. James Bourke
Director of Finance
Town of Windsor
275 Broad Street
Windsor, CT 06095

The undersigned _____ doing business in the Town
of _____,
County of _____, State of _____, submits
herewith, in conformity with the RFP dated January 12, 2021, the following proposal.

THE MILO PECK CHILD CARE SCHOOL HVAC EFFICIENCY UPGRADES

1. ITEMIZED PROPOSAL BID

Schematic Design	\$ _____
Design Development	\$ _____
Construction Documents	\$ _____
Bidding	\$ _____
Construction Administration	\$ _____
Project Closeout	\$ _____
TOTAL PROPOSAL BID AMOUNT	\$ _____

(_____)
TOTAL PROPOSAL BID AMOUNT written figures

Name of Bidder: _____

By _____
Title _____

Address of Bidder _____

Telephone No. _____ email _____

2. Receipt of Addenda: Receipt of the following Addenda (if any) is hereto acknowledged:

Addendum	Signature	Date
No. 1	_____	_____
No. 2	_____	_____
No. 3	_____	_____
No. 4	_____	_____

3. Attached signed non-collusion document.

Authorized Signature

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Town of Windsor, State of Connecticut, or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Milo Peck Child Care School
114 Palisado Avenue
Windsor, CT 06095

Signature (Signature should be notarized.)

Printed Name and Title

Name of Company/Corporation

Date

Personally appeared _____, and acknowledged the same to be his free act and deed as such _____, and the free act and deed of said corporation before me.

In Witness Whereof, I hereunto set my hand and seal.

Notary Public
My Commission Expires: