

## Request for Proposals

Architectural / Engineering Design Services associated with:

**POQUONOCK ELEMENTARY SCHOOL  
DESIGN FOR AIR CONDITIONING SYSTEMS  
275 Broad Street  
WINDSOR, CT 06095**

**The Town of Windsor reserves the right to accept or reject any and all bids, high or low, or any part thereof, to waive defects or formalities in same, or to accept and negotiate with any bidder it deems to be in the Town of Windsor's best interest.**

### **GENERAL**

The Town of Windsor is accepting proposals for Architectural / Engineering / Design services associated with the the integration of air conditioning systems at **Poquonock Elementary School, 1760 Poquonock Avenue Windsor, Ct 06095.** Provide all project design, drawings, specifications, and construction administration for new air conditioning system / equipment. The bid shall address the following items.

#### **I. Evaluation and Document Preparation:**

- A. Site evaluation of the complete existing HVAC systems, DDC controls, mechanical rooms, and existing electrical distribution system.
- B. Design complete new full building air conditioning system(s). To integrate with existing Honeywell Tridium Spider DDC system.
- C. Sampling for asbestos content may be recommended in certain areas. All sampling and or abatement procedures will be in accordance with all Federal and State EPA established guidelines. The quantity of samples recommended for each sampling area will vary depending on inspection findings, square footage, and initial analysis results. The Town of Windsor will arrange and use its Environmental Services provider for all sampling as required.
- D. Construction Document Preparation and Bidding
  - 1. Written specifications to include General Conditions, Products, Submittals, and detailed construction drawings and sections.
  - 2. Present from draft – final stamped and signed drawings to Windsor Public Building Commission for their review and final approval. Attend Windsor Public Building Commission Meetings regularly once project starts until closing out of project. The PBC may interview candidates for these services to determine awarding of project.
  - 3. Deliver four complete sets of stamped and signed detailed drawings for approval by Windsor Building and Fire Officials.
- G. Construction/Condition verification
  - 1. Schedule / manage mandatory walkthrough pre-bid meeting to review project specifications with all potential bidding contractors.
  - 2. Bid opening attendance and bid review consultation.

## **II. Project Administration**

Should the Windsor Public Building Commission award this project to an acceptable responder, provide services that will include:

1. Administration of Pre-Construction Meeting to finalize plans and execution with successful bidder.
2. Conduct weekly jobsite construction progress meetings to enhance communication and reduce likelihood of problems.
3. Attend Town of Windsor Public Building Commission meetings to update Commissioners during entire project until it is closed by PBC.
4. Conduct Project Close-Out Meeting to review warranty limitations and responsibility of interested parties with town staff.

## **III. Scope of work**

It is expected that the following tasks will be the responsibility of the winning responder:

- A. Obtain existing building plans and / or studies from Town of Windsor staff and perform field evaluations to identify the existing heating cooling system components and calculate new heating cooling loads to ensure all new system components and end devices are sized correctly.
- B. Design complete new heating cooling control systems specifications / drawings / details / submittals / installation / all new heating cooling control equipment.
- C. Develop cost estimates prior to bid for all aspects of the proposed work.
- D. Work with the Public Building Commission, Town Staff, Town Building Officials, and Fire Marshal in order to ascertain the requirements of the documents.

## **IV. Bid and Submittal Provisions**

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

## **V. The Proposals Shall Include:**

1. Total lump sum amount of the work to be performed including all meetings anticipated with Windsor Public Building Commission and all Town of Windsor staff.
2. An assessment of the existing facility HVAC equipment and the bidders approach to developing the design.

3. A statement of staff availability and their experiences and backgrounds. (Ensure that the Project Architect / Engineer assigned to the job has knowledge of this proposal and is qualified to direct the effort).
4. Provide a reference listing 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 work. It is expected that the design will be completed by December 31, 2018, bid during winter 2019, and the work to be started on or about May 1, 2019 with a projected substantial completion by September 1, 2019.

## **VI. Selection Criteria**

The responder will be selected on the basis of the following:

1. Experience and knowledge
2. Cost
3. Understanding of the scope of work
4. Approach and scheduling of the tasks required
5. Staff availability
6. The winning responder will execute a contract in AIA format with the Town of Windsor, Owner of the property.
7. The Town reserves the right to reject any or all bids submitted.

## **SUBMISSION REQUIREMENTS**

***The respondent shall submit seven sets of their proposal. Proposals will be received at the Finance Department Windsor Town Hall, Attn: James Bourke Director of Finance until July 23 2018, 11:00 AM at which time they will be opened in the Rose Room, third floor Town Hall read out loud and publicly recorded. All inquiries about this RFP are to be directed to:***

***Whit Przech  
Buildings and Facilities Manager  
Windsor Town Hall  
275 Broad Street  
Windsor, CT 06095  
[Przech@townofwindsorct.com](mailto:Przech@townofwindsorct.com)  
860-841-1486***

A mandatory walk through is scheduled for 10:00 AM. July 12 2018 at Poquonock Elementary School, 1760 Poquonock Avenue Windsor, Ct. 06095. Sign-in main office entrance and assemble in Cafeteria for meeting and walkthrough.

All proposals must be signed by an Officer of the Company.

**The Respondents are advised that this is a RFP and the Town reserves the right to negotiate, accept or reject any or all proposals submitted.**

## **Terms and Conditions**

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

### **Services to be Provided**

The winning respondent shall provide services as set forth in the proposal 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 winning vendor 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 winning bidder in writing, the reason for refusing to approve said invoice. In the later case, the winning vendor will make the necessary corrections and resubmit the invoice. The Town will, within 30 days of an approved PBC invoice, pay said amount of all invoices.

### **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 winning vendor shall, 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 winning vendor 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 winning vendor 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 winning vendor 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 winning vendor 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 winning vendor 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 winning vendor shall not allow any Subcontractors to commence work until the Subcontractors insurance has been so obtained and approved.

## **Use of winning vendor Drawings, Specifications and Other Documents**

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

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

## PROPOSAL SHEET

Having carefully examined the Instructions to Respondents, Equipment / Material Specifications, Scope of Work, Standard Bid and Contract Terms and Conditions, the site where the work is to be performed, all applicable legal requirements and having made such independent investigations as the respondent deems necessary, the undersigned hereby submits a proposal to Architectural / Engineering Services for design and construction administration of the Poquonock Elementary School Air Conditioning System(s) Design Project.

In submitting this proposal, the respondent represents that this proposal will remain effective for ninety (90) days following the proposal due date.

### **A. Design and Construction Administration:**

For providing all work, labor, materials, equipment, transportation, insurance and all else whatsoever required to completely finish all work in connection with the Poquonock Elementary School Air Conditioning Design Project, the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)\*  
(Amount in Words) (Numbers)

**If awarded this contract, we will execute an AIA contract with the Town of Windsor, Owner of the property.**

\*Prices given are the final price to the Owner and include all taxes, overhead and profit of the Respondent.

Date Submitted: \_\_\_\_\_,

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_