

**Request for Proposals
Architectural and Engineering Design Services associated with**

**DEPARTMENT OF PUBLIC WORKS
99 DAY HILL ROAD
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 design proposals for Architectural / Engineering Design Services to develop design drawings, project specifications, and provide construction administration for the Selective space renovations of DPW building. AIA document-B305 ARCHITECT'S QUALIFICATION STATEMENT shall be submitted along with bid documents to Windsor Town Hall, 275 Broad Street, Windsor, CT, Attention: James Bourke Director of Finance Windsor Town Hall Finance Department no later than Tuesday November 20, 2018 10:00 (Ten) am. Questions may be directed to Mr. Przech at 860-285-1870. **Project RFP is posted on Town of Windsor, CT. Website.**

SCOPE OF WORK

The existing building was constructed in 1977. The restrooms are to be updated to ADA compliance. Office and cafeteria areas ceilings, wall and floor surfaces replaced, Windows are to be replaced in these areas. Design construction drawings, details, and documents for bidding.

QUALIFICATION PROPOSAL TO INCLUDE:

1. List previous clients for reference of similar type projects applicable to the size, scope, and detail of this project.
2. A statement of staff qualifications, availability, and their experience(s) with designing and construction management of new roofs on similar projects.
3. An assessment of any and all Federal, State, and Local regulations effect on project design and the Architect's concept(s) for the design to keep costs low.

4. Itemize your fee for Architectural Engineering full service design, specifications, and construction drawings with construction administration services.
5. You will be interviewed by Windsor Public Building Commission. Your attendance at PBC meetings IS required for design approval, construction document approval, and regular meeting attendance to provide Commission project progress updates.

SELECTION CRITERIA

The Architect Engineering firm will be selected and interviewed by Windsor Public Building Commission on the basis of the following:

- Experience and knowledge with the design of similar restoration projects.
- Firms submitted fee(s) for design and administrative services cost.
- Displayed understanding of this project's required scope of work.
- Design and Administration approach to the project requirements.
- Experience with design build single point of responsibility is a consideration

SUBMISSION REQUIREMENTS

The respondent shall submit nine (9) sets of their proposal c/o:

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

Contact Whit Przech at 860-285-1870 with any questions and to arrange any and all site visits.

Written responses must be submitted by **10:00 AM Tuesday November 20, 2018**. After Ten am. all proposals will be publicly opened in Ludlow Room First Floor Windsor Town Hall. All responses must be signed by an Officer of the Company.

TERMS AND CONDITIONS

Unless otherwise modified, the following Terms and Conditions will apply to an agreement which may result from this process. The Architect Engineer may use a standard AIA form of agreement incorporating the following provisions.

Services to be Provided

The Architect shall provide services as set forth in the RFQ 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 Architect for services performed in accordance with a 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 review by the Windsor Public Building Commission (PBC), either 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 later 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 Architect.

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, and 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.

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 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 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 Sub-consultants and the Architect shall not allow any Sub-consultants to commence work until the Sub-consultants insurance has been so obtained and approved.

USE OF ARCHITECTS DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The paper or electronic 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: 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
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 specifications dated November 20, 2018, the following bid:

For the design of selected space areas located at DPW 99 Day Hill Road as detailed in RFP.

1. COMPLETE BID

\$ _____

(_____)

written figures

3. Name of Subcontractor(s) to be utilized.

Name of Bidder: _____

By _____
Title _____