

Request for Proposals

**Architectural/Engineering/ Design Services Associated with:
WILSON FIRE STATION
DESIGN FOR REPLACEMENT HVAC SYSTEMS
250 PINE LANE
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 replacement heating cooling control systems at Wilson Fire Station Windsor, Ct 06095. Current HVAC systems are 25 years old. Provide all project drawings, specifications, and construction administration for the designed replacement HVAC equipment. The bid shall address the following items.

I. Evaluation and Document Preparation:

- A. Site evaluation of the complete existing heating cooling systems, mechanical room.
- B. Design complete new heating cooling systems equipment with new DDC system – Windsor requires Automated Logic BMS DDC systems. No Substitutes
- C. Electronic documents will be made available to mandatory walkthrough attendees only.
- D. Construction Document Preparation and Bidding
 - 1. Written specifications to include General Conditions, Products, Submittals, and detailed construction drawings and details.
 - 2. Present draft drawings to Windsor Public Building Commission for their review and final approval.
 - 3. Deliver three complete sets of stamped and signed detailed drawings for approval by Windsor Building 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.
 - 3. During project attend PBC meeting providing project updates to the Commissioners.

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 project issues.

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 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 January 30 2020, bid spring 2020, and the work to be started on or about June 1, 2020 with a projected substantial completion by September 1, 2020.
- 6. In submitting this proposal, the respondent represents that this proposal will remain effective for ninety (90) days following the proposal due date.

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 Town reserves the right to reject any or all bids submitted.

SUBMISSION REQUIREMENTS

The respondent shall submit three sets of their proposal. Proposals will be received at the Finance Department Windsor Town Hall, Attn: James Bourke Director of Finance until August 23, 2019 10:00 AM at which time they will be opened in the Rose Room, second floor Town Hall and publicly read out loud.

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

A mandatory walk through is scheduled for 1:30 PM. August 14, 2019 WILSON FIRE STATION, 250 PINE LANE, Windsor, Ct. 06095. Sign-in main entrance and assemble in conference room for meeting and walkthrough.

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

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 the amount to the winning vendor.

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.

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 August 6, 2019, the following proposal.

WILSON FIRE STATION REPLACEMENT HVAC SYSTEM(S).

1. PROPOSAL LUMP SUM BID

\$ _____

(_____)

written figures

Name of
Bidder: _____

By _____

Title _____

Address of
Bidder _____

Telephone No. _____ email _____

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

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