

# **TOWN OF WINDSOR**

**REQUEST FOR QUALIFICATIONS & FEE PROPOSALS  
FOR  
WINDSOR TOWN HALL STAIRWELLS CODE EVALUATIONS  
DESIGN & ENGINEERING DRAWINGS  
&  
WINDSOR TOWN HALL  
REDESIGN ENGINEERING OF TOWN CLERK OFFICE**

**WINDSOR TOWN HALL  
275 BROAD STREET  
WINDSOR, CT. 06095**

**Proposals Due: Tuesday November 22, 2022 by 11:00 a.m.**

**Finance Office  
Attn: James Bourke  
Windsor Town Hall  
Finance Department  
Second Floor  
275 Broad Street  
Windsor, CT 06095**

**THIS IS A REQUEST FOR BIDS AND THE TOWN RESERVES THE RIGHT TO  
NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST  
INTERESTS OF THE TOWN OF WINDSOR.**

**1. INTENT AND GENERAL INFORMATION**

A. The Town of Windsor solicits proposals from qualified state licensed insured consulting Architect Engineering firms to provide design services for the repairs and improvements to WINDSOR TOWN HALL STAIRWELLS 275 BROAD STREET WINDSOR, CT. 06095.

The SCOPE OF WORK of this project is to address; town hall has two stairwells that are original to 1966 construction. The existing hand railing systems are not to today's standards and codes. This project is for the design of a new railing and stairs that are code compliant for all who use these stairwells.

B. The Town of Windsor solicits proposals from qualified state licensed insured consulting Architect Engineering firms to provide design services for the redesign of the Windsor Town Hall Office work space. The intent of the redesign is to provide more office security, better public access, and office efficiencies via new furniture and layout design improvements to WINDSOR TOWN HALL Town Clerks Office 275 BROAD STREET WINDSOR, CT. 06095.

All work performed under the contract between the Town of Windsor and the firm shall be under the direction of Windsor Public Building Commission.

**2. SUBMISSION AND DEADLINE**

All proposals must be **received by Tuesday November 22, 2022 11:00 A.M. Nine (9) copies** of the Qualifications and proposal shall be submitted to:

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

Questions Site Visits regarding this RFQ / RFP may be directed to Whit Przech, Buildings and Facilities Manager, at (860) 285-1870 or email; [przech@townofwindsorct.com](mailto:przech@townofwindsorct.com)

**3. SCOPE OF SERVICES**

A. The Windsor Town Hall was constructed in 1966. The existing two stairwells have open risers and the railing system is too wide and could allow for unwanted accidents. The new design will require options for closing open risers and new railing system that would be fully code compliant to all of today's applicable

building codes. The new design will bring this facility into compliance with present codes while continuing to function in an acceptable manner.

B. The Town of Windsor solicits proposals from qualified state licensed insured consulting Architect Engineering firms to provide design services for the redesign of the Windsor Town Hall Office work space. The intent of the redesign is to provide more office security, better public access, and office efficiencies via new furniture and layout design improvements

The selected Architect Engineering firm will provide comprehensive architectural and engineering services for BOTH Projects preparation of the design improvements to these stairwells and Town Clerks Office. Submit a fee proposal for these services. Use attached Bid Sheet. The awarded architect will work closely with Windsor Public Building Commission and town staff to define the finite scope of work.

The selected architectural engineering firm must have sufficient staff to assure prompt delivery of services and completion of assigned tasks. The selected architect must possess a Professional Engineer licensed by the State of Connecticut to be responsible for the management and design.

#### **4. TERM OF CONTRACT**

The term of the contract to perform these consulting services will be as negotiated between the Town of Windsor Public Building Commission and the selected architect engineering firm.

#### **5. CONTRACT MANAGEMENT**

The selected firm will assign one qualified individual, who will be the firm's contact person responsible for directing and coordinating the activities of the firm's personnel and subcontractors in all aspects of the project.

#### **6. EVALUATION AND AWARD**

The consultant will be selected on the basis of the following criteria:

- The background, education, qualifications, and relevant experience of key personnel to be assigned to this contract
- Recent relevant experience of the firm
- The consultant's proposed schedule for completion

The Town of Windsor staff and Public Building Commission may elect to meet with any, all, or none of the consultants, prior to selection, to clarify their submittal.

**The Town of Windsor reserves the right to reject any or all of the qualification packages submitted. The Town of Windsor reserves the right to negotiate the fee for this work and to award the work to the firm that best meets the requirements set forth by the Town.**

## **7. PROPOSALS**

The Town of Windsor will not be liable for costs incurred in the preparation of the response to this RFQ / RFP or in connection with any presentation before the Public Building Commission.

**Respondents shall submit as their proposal the following:**

### **Organization and Content:**

- A letter of transmittal addressed to Jim Bourke, Finance Director, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFQ / RFP and draft agreement. (One Page)
- Provide a proposed schedule for completing the work, using a January 2, 2023 start date.
- Provide an organization chart indicating the names of all key persons and subcontractors.
- Provide a resume of the personnel to be assigned to the work, and a statement regarding the availability of key personnel.
- Provide a listing of similar projects, completed by staff assigned to this project, within the past 5 years.
- **Itemized fee proposal to state costs for: study, design drawings, construction drawings, construction administration, all closeout documentations.**
- **Attendance at bi-monthly PBC meetings as required throughout this project.**

### **Design Fee**

A fee proposal addressing the elements of the work will be negotiated with the awarded Architect Engineering firm. If negotiations fail to result in a fee proposal equitable to all parties, the Town may proceed with negotiations with another Architect.

## **8. TERMS AND CONDITIONS;**

Unless otherwise modified, the following terms and conditions will apply to professional services rendered. Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening.

### **Services to be Provided**

The Contractor shall provide services as set forth in their 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 Contractor for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon completion of services rendered for approval to the PBC. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 10 days after approval by the Town's Public Building Commission of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the Contractor in writing, the reason for refusing to approve said invoice. In the latter case, the Contractor will make the necessary corrections and resubmit the invoice. The Town will, within 30 days of an approved invoice, pay the amount to the Contractor.

### **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.

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 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.

### **USE OF ARCHITECTS 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) Contractor shall provide the owner with all close out documents, any all manuals and documentations.

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.

### **ITEMS TO BE PROVIDED BY THE TOWN:**

The Town will provide the following items to the selected Architect Engineering firm:

- Any / all existing drawings of the Windsor Town Hall.

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**WINDSOR TOWN HALL STAIRWELLS CODE EVALUATIONS  
DESIGN & ENGINEERING DRAWINGS**

**&**

**WINDSOR TOWN HALL  
REDESIGN ENGINEERING OF TOWN CLERK OFFICE**

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 or 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.

\_\_\_\_\_  
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 me hand and seal.

Notary Public  
My Commission Expires

**WINDSOR TOWN HALL STAIRWELLS CODE EVALUATIONS  
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&  
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REDESIGN ENGINEERING OF TOWN CLERK OFFICE**

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 RFQ dated Wednesday October 26, 2022, the following proposal.

**A. PROPOSAL LUMP SUM TOTAL BID SHEET**

Town Hall Stairwell Code Evaluations Design & Engineering Drawings

\$ \_\_\_\_\_

( \_\_\_\_\_ )

written figures

**B. PROPOSAL LUMP SUM TOTAL BID SHEET**

Redesign Engineering Town Clerks Office Space Engineering Drawings

\$ \_\_\_\_\_

( \_\_\_\_\_ )

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	_____	_____
No. 5	_____	_____
No. 6	_____	_____
No. 7	_____	_____

