

## REQUEST FOR BIDS

### ARCHITECTURAL / ENGINEERING SERVICES ASSOCIATED WITH THE SAGE PARK MIDDLE SCHOOL HVAC SYSTEM REPLACEMENT STUDY 25 SAGE PARK RD. WINDSOR, CT 06095

#### GENERAL

The Town of Windsor is accepting bids for Architectural/Engineering/Consultant services to conduct a study to determine the best practical and efficient equipment to replace the present heating system with particular attention to energy conservation. The school is approximately 175,000 square feet comprising of 2 floors. The existing heating system is oil fired hot water boilers. The bid shall address the following items.

#### I. Evaluation and document preparation:

- A. Site evaluation of complete existing heating system including all roof top units, fan rooms, boiler room, pneumatic controls, and all associated piping.
- B. Options for new heating system(s) including alternative energy.
- C. Review of structural capacity for the possibility of the addition of new roof top units.
- D. 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 pertaining to K-12 schools. The quantity of samples recommended for each sampling area will vary depending on inspection findings, square footage, and initial analysis results.
- E. Document Preparation and Bidding
  - 1. Written specifications to include General Conditions, Products, and detailed Execution sections.
  - 2. Complete set of detail drawings.
- F. Construction/Condition verification
  - 1. Pre-bid meeting to review specifications with bidding contractors.
  - 2. Bid opening attendance and bid review consultation.

#### II. Project Administration

Should the Windsor Public Schools award this Sage Park Middle School heating system replacement study to an acceptable bidder

- A. Provide consulting services that will include:
  - 1. Administration of Pre-construction Meeting to finalize plans 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 during entire project until it is closed by the PBC.
4. Project Close-Out Meeting to review warranty limitations and responsibility of interested parties.

### **III. Scope of work**

It is expected that the following work tasks will be the responsibility of the Consultant:

- A. Attain existing building plans from the Town of Windsor and perform field investigations to identify characteristics of the existing structure.
- B. Develop cost estimates prior to bid for all aspects of the proposed work.
- C. Work with the Fire Chief, Public Building Committee, Staff, Building Official, Fire Marshal, Planning Department and Health Inspector 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 Bids Shall Include:**

1. Total bid of the work to be performed including meetings anticipated with the various groups.
2. An assessment of the facility and the Consultants approach to developing the design.
3. A statement of staff availability and their experience and background. (Insure that the Project Architect/Engineer assigned to the job has knowledge of this bid 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 study will be completed by summer 2014, with design and construction in subsequent years.

### **VI. Selection Criteria**

The Consultant 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 three sets of their bids c/o*

**George Greco**  
**Physical Plant Manager**  
**Windsor Board Of Education**  
**601 Matianuck Ave.**  
**Windsor, CT 06095**  
**860-687-2000 ext. 223**

**A mandatory walk through is scheduled for 10:00 A.M. February 18, 2014.** Bids will be received until 2:00 pm March 20, 2014 at which time they will be publicly opened and read aloud in the Superintendent Conference Room.

The Consultants are advised that this is a bid and the Town reserves the right to negotiate, accept or reject any or all bids submitted.

### **Terms and Conditions**

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

### **Services to be Provided**

The Consulting 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 consultants 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 Consultant in writing, the reason for refusing to approve said invoice. In the later case, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant shall not allow any Subcontractors to commence work until the Subcontractors insurance has been so obtained and approved.

## **Use of Consultant's Drawings, Specifications and Other Documents**

The drawings, specifications and other documents prepared by the Consultant for this Project shall be the joint property of the owner and the Consultant, 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 Consultant from any liability for any modifications or changes in the above documents done by the Owner and not authorized by the Consultant. The Owner accepts complete responsibility for the accuracy of the documents for any use beyond that intended by the Consultant under the visions of this Contract.
- (c) Consultant 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 Consultant fails or is unable to complete the project. The Consultant shall be paid for all services performed up to the date of termination of the Consultants' services but no dispute, mediation, or arbitration or other proceedings shall allow the Consultant to withhold such documentation as may be required by the owner to complete the project.
- (d) Consultant 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) Consultant 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.

# BID SHEET

Having carefully examined the Instructions to Bidders, Equipment/Material Specifications, Scope of Work, Standard Bid and Contract Terms and Conditions, the sites where the work is to be performed, all applicable legal requirements and having made such independent investigations as the bidder deems necessary, the undersigned hereby proposes to Architectural / Engineering Services for design and construction administration of the Sage Park Middle School Heating System Replacement Project Study.

In submitting this proposal, the bidder represents that this bid will remain effective for ninety (90) days following the bid 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 Sage Park Middle School, Heating System Replacement Project Study, the lump sum of:

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

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

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

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

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

\_\_\_\_\_

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

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

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