April 7, 2025

Architectural/Engineering Services for Roof Renovations At the following buildings:

Town Hall 275 Broad Street, Windsor, CT 06095

LP Wilson CC, North Section, 599-601 Matianuck Ave, Windsor, CT 06095

Windsor High School, 50 Sage Park Rd, Windsor, CT 06095

BREAK OUT PROPOSAL FOR EACH SITE SEPERATLY!

TOWN OF WINDSOR 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 proposals for Architectural/Engineering services to provide the design and construction administration for the above listed projects. The proposal shall address the following items.

- 1) Evaluation and document preparation:
 - a. Site evaluation of all roof areas, skylights, flashings and adjoining surfaces including all necessary test cuts.
 - b. Design of roof replacement, skylights, and all adjacent roofs, parapets and walls.
 - c. Plan design installation of new roof hatch access located in room to be determined, if one does not exist.
 - d. Plan the design and installation of all safety railings and other safety devices as required.
 - e. Sampling for asbestos content may be recommended on certain roof areas.
 - f. Procedures followed will be according to federal EPA established guidelines (EPA 560/5-85-030a entitled Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials) as they reasonably relate to roofing. Procedures include laboratory analysis for asbestos using recommended polarized light microscopy method completed by a laboratory certified by NVLAP/NIST for analysis of asbestos in bulk sample materials, EPA #600/M-82-020. The quantity of core samples recommended for each sampling area will vary depending on inspection findings, square footage, and initial analysis results.
 - g. Provide necessary documents and assistance in preparation of grant Application to state of Connecticut, Department of Education, School Facilities Unit. In addition, provide prepare all necessary Documents for reimbursement and close out of the grant. This is only required for School building.
 - h. Document Preparation and Bidding for Construction
 - i. Written specifications to include General Conditions, Products, and detailed Execution sections.

- ii. Complete set of detail drawings.
- i. Construction and Condition verification
 - i. Pre-bid meetings to review specifications with bidding contractors.
 - ii. Bid opening attendance and bid review consultation.

2) Project Administration

- a. Should the Windsor Public Building Commission award a project to an acceptable firm, the firm will be required to perform the following services:
 - i. Site inspection of installation of roofing and flashings for duration of project.
 - ii. Attendance at Windsor Public Building Commission Meetings to provide project updates.
 - iii. Administration of Pre-construction Meeting to finalize plans with successful bidder.
 - iv. Construction progress meetings to enhance communication and reduce likelihood of problems.
 - v. Project Close-Out Meeting to review roof warranty limitations and responsibility of interested parties.

3) Quality Control Options (Provide breakout pricing for Option a and Option b for each site.)

- a. <u>Part-time Observation</u>, performed by a knowledgeable roofing observer, duties include but not limited to:
 - i. Monitoring of roof installation to promote communication, document material quality, and application procedures:
 - ii. At job start.
 - iii. Weekly site observations.
 - iv. Final inspection for warranty with roof material manufacturer.
 - v. Field reports document project status and provide documentation for warranty use:
 - 1. Drawings address contractor progress.
 - 2. Documentation of conversations, observations, and weather conditions during site visits.
 - 3. Photographs to document details and progress.
- b. <u>Full-time Observation</u>, performed by a knowledgeable roofing observer, duties include but not limited to:
 - i. The roofing observer will be present whenever roofing or related work is being performed.
 - ii. Field reports document project status and provide documentation for warranty use:
 - 1. Drawings address contractor progress.
 - 2. Documentation of conversations, observations, and weather conditions during site visits.
 - 3. Photographs to document details and progress.

4) Authority

- a. The roofing observer does not have the authority to:
 - i. Authorize deviations from the Contract Documents.
 - ii. Authorize any addition to, or deletion from, the Contract Documents, except for unit price items when they are included in the Contract Documents and when directed by the Project Manager.
 - iii. Start or stop work.
 - iv. Expedite or direct work for the Contractor.
 - v. Approve or reject work for the Contractor.
 - vi. Approve shop drawings, details, materials, construction methods, procedures or applications for payment.

5) Scope of work

- a. It is expected that the following work tasks will be the responsibility of the Consultant:
 - i. Attain existing building plans from the Town of Windsor and perform field investigations to identify characteristics of the existing structure.
 - ii. Develop cost estimates prior to bid for all aspects of the proposed work.
 - iii. Work with the Fire Chief, Public Building Commission, Staff, Building Official, Fire Marshal, Planning Department, Health Inspector, and Facilities Department in order to ascertain the requirements of the documents.

6) Proposal and Submittal Provisions

- a. 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.
- b. A walkthrough is scheduled for Monday, April 14, 2025 1:00 PM. Starting at the Town Hall 3rd Floor, then the High School, and finally LP Wilson. Upon arrival, sign-in at project location.
- c. Two copies of Proposals shall be signed by an officer of the Company and submitted to:

Marco Aglieco Facilities Manager Town Hall, 3rd Floor 275 Broad Street, Windsor, CT 06095

- d. Proposals must be received by Monday, May 12, 2025 11:00 AM.
- e. All proposals shall be sealed and clearly labeled with the above reference project.

7) The Proposals Shall Include

- a. <u>Three Lump Sum Totals</u> (one for each site) of the work to be performed including meetings anticipated with the various groups.
- b. Labor Billing Rates showing Labor Classification and Rate.
- c. List of any Other Labor Provisions and/or Overtime Rates.
- d. List of any other billable expenses.

- e. An assessment of the facility and the Consultant's approach to developing the design.
- f. A statement of staff availability and their experience and background. (Ensure that the Project Architect/Engineer assigned to the job has knowledge of this bid and is qualified to direct the effort).
- g. Provide a reference listing of clients and similar projects applicable to the size and complexity of the proposed scope of work.
- An evaluation of the projected time schedule of the work (start date, progression, & completion date). It is expected that this work will be coordinated with Windsor Board of Education, for site availability and access of school buildings. Town buildings will be coordinated with the Facilities Department.

i. It is expected that the work will be completed as follows:

Site	Design	Construction Bid	Construction	Construction
	Completion		Begins	Completion
Town Hall	Late Oct 2025	Early Feb 2026	Early April 2026	Late June 2026
LP Wilson	Late Oct 2025	Early April 2026	Early June 2026	Mid Aug 2026
High School	Late Oct 2025	Early April 2026	Early June 2026	Mid Aug 2026

8) Selection Criteria

- a. The Consultant will be selected on the basis of the following
 - i. Experience and knowledge
 - ii. Cost
 - iii. Understanding of the scope of work
 - iv. Approach and scheduling of the tasks required
 - v. Staff availability
- b. The Town reserves the right to reject any or all bids submitted.

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 Public Building Commission (PBC). The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 10 days after approval by the PBC 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 a PBC 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 consultant shall, after being awarded the contract, but prior to starting work, furnish Certificates of Insurance, Automobile, Commercial General Liability, Professional Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

1. Commercial General Liability Insurance:

- a. The CONTRACTOR shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.
- b. 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

a. The CONTRACTOR shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

- a. The CONTRACTOR shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:
 - i. Bodily Injury by Accident \$100,000 each accident
 - ii. Bodily Injury by Disease \$500,000 policy limit
 - iii. Bodily Injury by Disease \$100,000 each employee

4. Umbrella Liability Insurance

a. The CONTRACTOR shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.

5. Professional Liability Insurance

a. The CONTRACTOR Shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.

Insurance shall include coverage for Explosion, Collapse & Underground.

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. A copy of the endorsement naming the Owner as an additional insured must be provided along with the certificate of insurance.

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 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 architect, provided, however, the rights of ownership shall be limited as follows:

- 1. Owner may utilize the drawings and specifications and other documents with respect to construction, maintenance, repair and modification of the project.
- 2. 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.
- 3. 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 Consultant's 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.
- 4. 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.
- 5. 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.