



**TOWN OF MANSFIELD
MANSFIELD MIDDLE SCHOOL ROOF BUILDING COMMITTEE**

Thursday, March 19, 2020

Council Chambers

**Committee Members and Staff are encouraged to phone in
This meeting is physically closed to the public but the public may view the
meeting on livestream at https://townhallstreams.com/towns/mansfield_ct**

2:00 PM

Special Meeting Agenda

1. Call to Order (Moran)
2. Welcome and Introduction (Moran)
3. Committee Organization
 - a) Election of Chair
 - b) Adoption of Rules
 - c) Adoption of Charge
4. Discussion on Project Background and Timeline (Lyman)
5. Discussion and Possible Action on Committee Meeting Schedule
6. Discussion and Action on Proposed RFP/RFQ for Architectural Services
7. Adjournment



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: John C. Carrington, Interim Town Manager
CC: Kelly Lyman, Superintendent of Schools
Date: March 19, 2020
Re: Mansfield Middle School Roof Building Committee Charge

Subject Matter/Background

On Thursday evening, February 13, 2020, the Board of Education passed the following motion:

To request the Superintendent of Schools to make a formal request to the Town Council to establish a building committee to replace the roof at the Mansfield Middle School.

Mansfield Public Schools has been planning for the roof replacement for some years. Annually, the condition of the roof is inspected and repairs made as needed. Simply repairing the roof is no longer viable. The roof at Mansfield Middle School is failing in many places. The sooner we can replace the roof, the better. The Board of Education also requests that the project include the installation of solar panels thus allowing for the reduction of energy costs and reliance on fossil fuels.

Mansfield is eligible for reimbursement from the State for this project at a rate in excess of 70% (exact rates determined annually), including installation of solar panels. To apply for reimbursement, the town must establish a building committee, engage an architect to develop a roof replacement plan, and apply to the State for funding. Given the cost of this project, a referendum to appropriate taxpayer funds will be necessary. It is hoped that such a question could be included on the ballot in November of 2020.

On February 24, 2020, the Town Council established, for an indefinite term, a five-member Mansfield Middle School Roof Building Committee to replace the Mansfield Middle School Roof and to include the installation of photovoltaic solar panels. The Committee will include the Mayor or her designee, Board of Education Chair or her designee and three representative members of the community. The Town Manager and Superintendent of Schools will serve as ex-officio members of the committee.

The Council will approve specific Committee members later this evening. The committee needs a more formal charge. The attached resolution provides this detail.

Financial Impact

Preliminary estimates for the roof replacement is about \$3,000,000. Adding photovoltaic solar panels is likely another \$1,000,000. Mansfield is eligible for reimbursement from the State for this project at a rate in excess of 70% (exact rates determined annually), including installation of solar panels.

Legal Review

The Town Attorney has reviewed and approved the attached resolution.

Recommendation

I recommend that the Town Council adopt the proposed resolution.

If the Council supports this recommendation, the following motion is in order:

Move, effective March 9, 2020, to approve the attached resolution regarding the Mansfield Middle School Roof Building Committee.

Attachments

- 1) Draft Resolution Regarding Mansfield Middle School Roof Building Committee
- 2) February 20, 2020 Correspondence from Superintendent of Schools: Request for Building Committee
- 3) February 24, 2020 Agenda Item Summary: Mansfield Middle School Roof Project

**RESOLUTION REGARDING
MANSFIELD MIDDLE SCHOOL ROOF BUILDING COMMITTEE**

WHEREAS, the Mansfield Board of Education has requested that the Town Council of the Town of Mansfield establish a building committee to replace the roof at the Mansfield Middle School; and

WHEREAS, the Town Council is authorized to appoint a building committee for building and construction projects, and to authorize said building committee to: prepare schematic drawings and outline specifications for the project; construct the project; to contract with contractors and others on behalf of the Town for the project; and, to approve design and construction expenditures should the referendum be approved; and

WHEREAS, the Town Council anticipates placing a referendum before the voters of the Town of Mansfield to be held at the regular November municipal election;

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1 - Establishment; Duties.

The school building committee established by resolution of the Town Council on February 24, 2020 shall be known as The Mansfield Middle School Roof Building Committee (the "Building Committee"). The Building Committee is hereby confirmed and authorized to serve as the building committee provided for in this Resolution. The Building Committee's duties shall be as follows:

(a) Pre-referendum Duties:

Plan development. The Building Committee shall:

- (1) Select architectural and/or engineering firm(s) to prepare schematic and final plans, including structural plans, professional estimating service, drawings and specifications, cost estimates and preparation of bid documents and contract documents. The Building Committee shall oversee negotiations of a contract to be entered into by the Town and said firm(s), subject to approval of the Town Attorney and Town Manager.

(b) If said Referendum is approved:

- (1) Complete bid documents and contract documents. The Building Committee shall submit the final plans to the State Department of Education for approval pursuant to Conn. Gen. Stat. § 10-292(a). Upon approval by the State Department of Education, the Town Council and the Building Committee shall put the projects out to bid and award the contract to the successful bidder(s) in accordance with the Town's established bidding procedures.

- (2) Meet with the architect, general contractor or construction manager to be certain that they reconcile any differences and agree as to what is required by the final plans, drawings and specifications, bid documents and contract documents. The Building committee shall oversee the construction contract(s) to be entered into by the Town and said construction firm(s), subject to approval of the Town Attorney and Town Manager.
 - (3) Determine the scheduling/phasing of the planning and construction of each building included in the overall project.
- (c) If said Resolution is approved: Initiation, continuation and completion of construction.

The Building Committee shall:

- (1) Award the architectural contract for administrative services during the construction phase.
- (2) Authorize the start of construction.
- (3) Monitor the construction process to include meetings with the architect, project manager and construction contractor as necessary to resolve any differences.
- (4) Coordinate communication between the Building Committee, the Board of Education, the Town Manager and Town Council to keep all parties up-to-date on developments.
- (5) Consider and promptly act on change orders, making certain that any increase in the cost involved in any change order is within the amount appropriated for the project.
- (6) Monitor the preparation by the architect of a list of items which are not fully completed (punch list) or which require further attention when the architect has certified that the project is substantially complete. The Building Committee shall make certain that such items are completed properly and promptly.
- (7) Review the certification by the architect that construction has been completed in full compliance with contract documents or review the list of items which are not yet satisfactorily completed.
- (8) Authorize the release of funds which had been withheld or designate those funds to be withheld pending completion of any unfinished work or for any other appropriate reason.

Section 2 - Structure; Membership. The Building Committee will consist of five (5) regular members as set forth in the resolution of February 24, 2020. The Building Committee shall designate its Chair, Vice Chair and Secretary. The Building Committee shall act as a "school

building committee" for the project pursuant to Conn. Gen. Stat. § 10-291 and the applicable regulations of the State Department of Education. Members of the Committee shall include the Mayor or her/his designee, Board of Education Chair or her/his designee, and three (3) representative members of the community, including at least one (1) member having experience in the building and/or construction industry. The Town Manager and Superintendent of Schools will serve as ex-officio members of the committee. The Town Manager may appoint staff liaisons, as he/she deems appropriate.

Section 3 - Subcommittees. The Building Committee is authorized to establish subcommittees of the Building Committee (collectively, the "Subcommittees"), to designate the Chair and Vice Chair of each Subcommittee, and to fill all vacancies on the Subcommittees. The members of each Subcommittee shall be members of the Building Committee. The Subcommittees shall choose their secretaries. To the extent not provided herein, the Building Committee shall determine the duties and responsibilities of each Subcommittee.

Section 4 - Appointments. The Town Council shall make appointments by way of separate resolution(s).

Section 5 - Administration. The Building Committee and Subcommittee members shall not receive any compensation for their services. Necessary expenses of the Building Committee and Subcommittees shall be included in the cost of the project. In carrying out their functions, the Building Committee and Subcommittees shall comply with the Connecticut Freedom of Information Act, as amended.

Section 6 - Grant Applications. The Mansfield Board of Education is authorized and directed to apply for and accept any State grants for the project and any portions or components thereof, including but not limited to the filing of applications with the State Commissioner of Education, the execution of grant agreements for the project, and the filing of such documents as may be required to obtain said grants.

Section 7 - Chief Executive's Responsibility for Coordination of Process. Throughout the planning and construction process, the Town Manager shall be responsible for coordinating the process and working with the Building Committee and/or the designees and making full use of the Town staff and appropriate outside services as required. Within the project's budgetary limits, the Town Manager is authorized to obtain outside services as he/she deems necessary.

Section 8 - Execution of Contracts. The Town Manager shall execute all contracts entered into by the Town for the project. The Town Attorney shall review all contracts before they are entered into by the Town and shall oversee the execution of such contracts and compliance with appropriate bonding and insurance requirements or other matters to which he may later be required to attest. If appropriate, bond counsel shall be consulted.

Section 9 - Timelines. The Building Committee shall make progress reports on the projects to the Town Council and Board of Education no less than quarterly.

MEMO

To: John Carrington
From: Kelly Lyman
Date: February 20, 2020
Subject: Request for Building Committee

On Thursday evening, February 13, 2020, the Board of Education passed the following motion:

To request the Superintendent of Schools make a formal request to the Town Council to establish a building committee to replace the roof at the Mansfield Middle School.

Mansfield Public Schools has engaged in an annual process of evaluating and identifying facility repairs and updates necessary in the coming years. This has resulted in the annual publication of a detailed list of facility with the year to be addressed and estimated costs. We have been planning for the roof replacement for some years.

Also annually, the condition of the roof is inspected and repairs made as needed. Simply repairing the roof is no longer viable. The roof at Mansfield Middle School is failing in many places. The sooner we can replace the roof, the better. The Board of Education also requests that the project include the installation of solar panels thus allowing for the reduction of energy costs and reliance on fossil fuels.

Mansfield is eligible for reimbursement from the State for this project at a rate in excess of 70% (exact rates determined annually), including installation of solar panels. To apply for reimbursement, the town must establish a building committee, engage an architect to develop a roof replacement plan, and apply to the State for funding. Given the cost of this project, a referendum to appropriate taxpayer funds will be necessary. It is hoped that such a question could be included on the ballot in November of 2020.

Members of the staff and Board of Education are available to share more details about this request with the Town Council.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: John C. Carrington, Interim Town Manager
CC: Kelly Lyman, Superintendent of Schools
Date: February 24, 2020
Re: Mansfield Middle School Roof Project

A handwritten signature in blue ink, appearing to be "JCC", is written over the "From:" and "CC:" lines of the header.

Subject Matter/Background

On Thursday evening, February 13, 2020, the Board of Education passed the following motion:

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Mansfield Public Schools has been planning for the roof replacement for some years. Annually, the condition of the roof is inspected and repairs made as needed. Simply repairing the roof is no longer viable. The roof at Mansfield Middle School is failing in many places. The sooner we can replace the roof, the better. The Board of Education also requests that the project include the installation of solar panels thus allowing for the reduction of energy costs and reliance on fossil fuels.

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Financial Impact

Preliminary estimates for the roof replacement is about \$3,000,000. Adding photovoltaic solar panels is likely another \$1,000,000. Mansfield is eligible for reimbursement from the State for this project at a rate in excess of 70% (exact rates determined annually), including installation of solar panels.

Recommendation

The Mayor and I recommend that the Town Council establish a Building Committee which will include the Mayor or her designee, Board of Education Chair or her designee, and three representative members of the community who will be jointly appointed by the

Town Council and the Mansfield Board of Education. The Town Manager and Superintendent of Schools will serve as ex-officio members of the committee.

If the Council supports this recommendation, the following motion is in order:

Move, effective February 24, 2020, to establish, for an indefinite term, a five-member Mansfield Middle School Roof Building Committee to replace the Mansfield Middle School Roof and to include the installation of photovoltaic solar panels. The Committee will include the Mayor or her designee, Board of Education Chair or her designee and three representative members of the community. The Town Manager and Superintendent of Schools will serve as ex-officio members of the committee.

Attachments

- 1) February 20, 2020 Correspondence from Superintendent of Schools: Request for Building Committee
- 2) Draft Resolution Regarding Mansfield Middle School Roof Building Committee



**TOWN OF MANSFIELD
Facilities Management Department
Request For Qualifications / Proposals (RFQ/RFP)**

Architectural Design Services for Middle School Roof Replacement

Submission Deadline:

2:00 p.m. Monday, February 24, 2020

Submission Contact and Address:

Office of the Director of Finance
Finance Department
4 South Eagleville Road
Mansfield, Connecticut 06268

mansfieldct.gov

INVITATION TO BID
TOWN OF MANSFIELD
ARCHITECTURAL DESIGN SERVICES
MIDDLE SCHOOL ROOF REPLACEMENT

The Town of Mansfield is seeking an Architectural firm to provide design services for the preparation of plans and construction specification documents for a roof replacement at Mansfield Middle School during the summer of 2021. The total project includes replacement of approximately 90,516 square feet of roof. **Note that a mandatory site visit will be held at the Mansfield Middle School, 205 Spring Hill Road, Storrs Mansfield, CT 06268, on Monday, February 10, 2020 at 3:30pm.**

All respondents shall provide one (1) original and seven (7) hard copies of their qualifications/proposals and should be submitted in a sealed envelope, clearly marked "**BID DOCUMENT Town of Mansfield - Architectural Design Services – Middle School Roof Replacement, Attention Cherie Trahan, Director of Finance**" on the outside of the envelope, to:

Town of Mansfield
Finance Department
Cherie Trahan,
Director of Finance
4 South Eagleville Road,
Mansfield, CT 06268

by 2:00 PM on Monday, February 24, 2020. Emailed or faxed bids will not be accepted. Late submissions will not be accepted.

Qualifications and proposals will be reviewed by the Superintendent of Schools and the Town of Mansfield Facilities Management Department. Interviews may be required. The selected firm must meet all municipal, state, and federal Affirmative Action and Equal Employment Opportunity practices and requirements. MBEs/WBEs/SBEs are encouraged to apply.

The Town reserves the right to reject any or all applications in whole or in part, to award any one service or group of services or all services, to negotiate with any or all companies submitting qualifications, and to enter into an agreement with any company for any services mentioned in this RFP/RFQ if it is deemed to be in the best interest of the Town.

All questions about the proposals should be directed to Allen Corson, Facilities Management Director, by e-mail at maintenance@mansfieldct.org no later than 3:00 PM on **Tuesday February 18, 2020.** Answers to all received questions shall be posted by 12:00 PM on **Thursday, February 20, 2020** on the Department of Administrative Services website, Town website, and emailed to all Firms attending the mandatory site visit.

Copies of the RFP are available online at the Town's website at www.mansfieldct.org and at the Department of Administrative Services website at www.das.ct.gov.

Background:

The facilities of the Town of Mansfield are located east of Hartford in Mansfield, Connecticut. The Town takes care of four school buildings, grades pre-Kindergarten to eighth. Additional facilities the department maintains include Mansfield Daycare, Mansfield Community Center, Senior/Wellness Center, Mansfield Library, Maintenance Shop, Town Hall, Public Works Complex, Animal Control Facility, Three Small Park Buildings, Historical Society, Lenard Hall, and Three Fire Stations.

Overview:

The Facilities Management Department is seeking an Architectural firm to provide design services for the preparation of plans and construction specification documents for a roof replacement at Mansfield Middle School during the summer of 2021. The total project includes replacement of approximately 90,000 square feet of roof. **Note that a mandatory site visit will be held at the Mansfield Middle School, 205 Spring Hill Road, Storrs Mansfield, CT 06268, on Monday, February 10, 2020 at 3:30pm.** The selected vendor will work with the Superintendent, the Facilities Management Department, Principal, and Vice Principal as needed. Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently complete the design.

Scope of Work:

Mansfield Middle School's roof replacement is estimated to be approximately 90,516 square feet. The existing metal roof and portable classroom roofs will not be included as part of the project. The scope of work shall include the following:

- Evaluate all areas/sections of the roof for the best long term roof life. This design and evaluation will also include removal of old curbs, proper primary and secondary water drainage, roof snow load and snow drift issues, and the inclusion of standing seamless roof for photovoltaic anchored systems.
- Types of roofs:
 1. 90,516 square feet of JP Stevens Single Ply Membrane installed in 1989.
 2. 6,000 square feet of metal roofing installed in 1989. (Not considered part of the project)
 3. 5,010 square feet of roofing on the portable classrooms. (Not considered part of the project)

NOTE: The Town of Mansfield may, at its own discretion, proceed with design services only and defer construction until funding is secure. Therefore, interested proposers should note the Bid Form and submit pricing based on the following:

1. Phase (A) – Preliminary services which will include design only and
2. Phase (B) – Construction Administration throughout construction.

Services to be included are as follows:

1. Perform all investigative work necessary to establish existing conditions including but not limited to the effectiveness of the existing roof, structural integrity of the roof and parapet walls, systems impacted by roof replacement, solar installation, and existence of hazardous materials.

2. The development of designs and cost estimates for a new roof in compliance with all required codes and State requirements. Time is of the essence, the selected firm must have the resources available to complete design with an expedited time schedule. Prepare complete construction plans, including, but not limited to, plan and profile views, cross sections, typical details and detailed cost estimate sheets.
3. Full representation through the Office of School Construction & Grants Review process for the school roof.
4. Revise plans and drawings as needed.
5. Prepare construction documents, including but not limited to, notices, special provisions, and detailed unit price bid proposals.
6. Participation in the roofing contractor scope review and selection process.
7. The hiring of any consultants required to complete the job and review of all submittals.
8. The on-going inspection of the roof as the installation progresses to ensure compliance with the specifications.
9. The review of all invoices for accuracy prior to submission to the client.
10. The development of the punch list.
11. Final inspection and acceptance of the project as complete.

Project Deliverables

- Drawings, specifications, and any associated technical data (calculations, suggested manufacturers' products, photographs, etc.) complete and ready for bidding.
- A proposed schedule for achieving the design goals within the master schedule proposed by the Town.

The architect is expected to be present for some or all of the meetings which may need to be conducted with user groups, either at the Architect's office, on site, or elsewhere (unlimited). The Town will not reimburse for transportation, printing, telephone, etc. **ONLY SUBCONTRACTED TESTING SHALL BE REIMBURSABLE.**

Timeline of the RFP Process

The following timeline shall be followed:

- | | |
|---|---|
| • Issue RFP | Friday, January 31, 2020 |
| • Mandatory Site Visit | |
| Please RSVP Allen Corson at
maintenance@mansfieldct.org | Monday, February 10, 2020 @ 3:30pm |
| • Final Questions Due | Tuesday, February 18, 2020 |
| • RFP Due Date | Monday, February 24, 2020 |
| • Interviews of Qualified Firms | Thursday, February 27, 2020 (if needed) |
| • Firm Selection | No later than February 28, 2020 |
| • Design Documents / Cost Estimates Due | Friday, April 3, 2020 |

SUBMISSION REQUIREMENTS

Submission Due Date:

Qualifications and proposals will be accepted at the Finance Office, 4 South Eagleville Road, Mansfield, CT 06268, until **Monday, February 24, 2020 at 2:00pm**. Proposals received after that time will not be considered. Submissions will be reviewed by staff. Submittals may be withdrawn 90 days after opening, if no award has been made.

Pre-Bid Mandatory Site Visit:

Attendance at a pre-bid site visit is mandatory to review the project scope, site, and conditions as well as address any questions regarding the project. A pre-bid mandatory site visit will be held on **Monday February 10, 2020 at 3:30pm** at the Mansfield Middle School, 205 Spring Hill Road, Mansfield, CT.

Directions for Submissions:

Interested companies are required to submit one (1) original hard copy, and seven (7) additional hard copies. Hard copies are to be delivered to the Finance Office at the address listed on cover.

Those companies applying must be licensed, certified, or have a proven record to perform the work, and provide evidence of experience in general contracting, as well as cost estimation of similar projects in the Northeast region of the United States.

Submission of Qualification Statements

Proposals submitted in response to this Request for Qualifications shall include the following:

- A. Letter of Interest
- B. Company Information
 - a) Name of company and parent company, if any. Description of the firm and all proposed subcontractors' major services and activities.
 - b) Names, titles, reporting relationships, background and experience of the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with the Town of Mansfield.
 - c) Address of the main office and office from which the project will be managed.
 - d) Name, address, telephone number and email address of the dedicated contact person to receive notifications and to reply to inquiries from the Facilities Department.
 - e) Legal form of ownership. If a corporation, where incorporated.
 - f) Years engaged in above services under your present name.
 - g) Litigation – Describe any litigation, including arbitration proceedings (past and present), involving your firm.
 - h) Default – Have you ever failed to complete any work awarded to you? Have you ever defaulted on a contract or been notified of a default by your client? If so, where and why?
- C. Relevant Experience – Short description of recent projects that demonstrate successful performance conducting renovations and improvements to school roofs and/or to school districts of equal complexity.
- D. References – Include three (3) references, with a contact name and phone number that the Town of Mansfield may contact at each institution. It is preferred that references include those clients for whom the respondent has provided services similar in nature and quality to those requested in this RFQ/RFP.

- E. Plan – Detailed descriptions of the management plan to be used to accomplish the work. Include the proposed methodology, the schedule, and the process to be used.
- F. Resumes – Resumes of the team members that will be assigned to the project. Resumes should demonstrate the team members' education and recent experience performing similar services. Also, provide a project organizational chart and detail the experience of both senior management and the support staff that will be assigned to this project. The personnel in charge of the project will be required to possess and maintain a valid Professional Engineering License in the State of Connecticut.
- G. A minimum of two (2) school roof projects managed through the Department of Administrative Services – Office of School Construction Grants within the last three (3) years.

Proposal:

The proposal shall be a lump sum for the services to be provided based on the scope of work indicated in this request.

Insurance Requirements:

The Contractor shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the Contractor and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to the Town. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor. Full disclosure of any non-standard exclusions is required for all required coverages.

The coverage indicated below at not less than the specified limits are required for this project (agreement):

- A. Commercial General Liability coverage naming the TOWN OF MANSFIELD as additional insured, written on an occurrence basis: \$1,000,000 per occurrence, \$2,000,000 aggregate
- B. Automobile Liability coverage, including coverage for owned, non-owned, or hired autos: \$1,000,000 per accident-combined single limit
- C. Workers' Compensation Coverage, (as per Connecticut law and custom) and employer's liability coverage \$100,000 (each accident) /\$500,000 (Disease, each employee) /\$100,000 (Disease, policy limit) limits or "Certificate of Solvency" issued by Connecticut Workers' Compensation Commission for self-insurers.
- D. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers' Compensation coverage. Minimum limits: \$2,000,000 per occurrence/\$2,000,000 annual aggregate. The Town of Mansfield shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.

The Commercial General Liability, Commercial Auto Liability, and Umbrella/Excess Liability coverage shall be written on a Primary, Non-Contributory Basis.

The required insurance form shall be certified by a duly authorized representative of the insurer(s) and incorporated into and made a part of this agreement. Properly executed certificates signifying

adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted with the bid on file with the Town prior to commencement of this project (agreement).

Insurance as required by the Town of Mansfield shall be furnished by the Contractor to the Town. The Town of Mansfield shall be listed as "additional insured" by name on all insurance certifications except Worker's Compensation & Employers Liability. Failure of the Contractor to maintain all required insurance in accordance with the Contract shall constitute a material breach of the Contract and shall subject the Contractor the Town's withholding liquidated damages from the Contractor in the amount of five percent (5%) of the total Contract price, as it may be amended by construction orders, subject to the continued commercial availability of such coverage.

The Contractor shall not commence work under this contract until he has obtained all the insurance required above of the Information for Bidders attached hereto and such insurance has been approved by the Town. The Contractor shall furnish the Town with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Town." The Town of Mansfield shall be listed as "additional insured" by name on all such insurance certifications.

Each policy of insurance shall include a waiver of subrogation in favor of the Town of Mansfield and shall provide no less than thirty (30) days' notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.

Indemnification:

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of Mansfield, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (Including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

- Bodily injury, sickness, disease, or death; and/or
- Damage to or destruction of property, real or personal; and/or
- Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the Town of Mansfield, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or

damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of Mansfield, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

Vendor Warranty:

Vendor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Warranty the products or services against defective material or workmanship and to repair or replace any damage or marring of products occasioned in transit.
- c. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- d. Indemnify, defend, and hold harmless the Town, its agencies, agents, offices, servants or employees from any action, law suit or judgment arising out of defects in its products, materials or workmanship, negligence in its activities or breach of its agreement with the Town, including the cost of defense and counsel fees.
- e. Selected bidder agrees to warranty all work completed for this requirement for a period of at least twenty-four (24) months starting upon Substantial Completion.

Articles which in any respect fail to conform to the specifications upon which the award is made will be rejected and held subject to the Bidder's disposition and expense.

Contract:

The contract pursuant to this solicitation shall be based upon the request for bid issued by the Town and the offer submitted by the Contractor in response to the request for bid. The offer shall substantially conform to the terms, conditions, specifications, and other requirements set forth within the text of the request for bid. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial nonconformity in the offer, as determined by the Town Director of Finance, shall be deemed nonresponsive and the offer rejected.

Such contract shall contain the entire agreement between the Town and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contract, proposals, negotiations, purchase orders or master agreements in any form.

Town of Mansfield Architectural Design Services for Roof Replacement Bid Proposal Form

Firms must acknowledge that the costs of the items listed below are included in their base bid fee by the proposed principal initialing the service in the column provided. If an item is not initialed, it will be considered not included in the base fee, therefore the Town will consider the fee proposal non-responsive and the firm may not be considered for the project.

SERVICES	COST INCLUDED
Mechanical and Electrical Engineering	
Structural Engineering	
Stamped Design Plans	
As Built Record Drawings	
Coordination of Owner's Consultants, as necessary	
Insurance limits as described in the RFQ/RFP	

The undersigned proposes to furnish all labor, equipment, and materials required for the Architectural Design Services for Roof Replacement for the Town of Mansfield in accordance with the accompanying scope of work, for the lump sum price specified below.

This bid includes Addenda numbered _____

Phase A: The proposed total lump sum cost for Design Services only, NO Construction Administration:

_____ \$ _____
(Written Words) (Figures)

Phase B: The proposed total lump sum cost for Design Services and Construction Administration:

_____ \$ _____
(Written Words) (Figures)

Exclusions: Hazardous materials investigations or testing.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Date _____

(Signed name of bidder)

Corporate Seal

(Printed name of bidder)

(Title)

(Company name)

(Address)

(City, State, Zip Code)

(Phone)

(Email)

Evaluation Criteria & Right to Reject:

The Finance Department reserves the right to reject any and all proposals or submittals for such reason as it deems proper and does not bind itself to accept the lowest bid or any proposal. In acceptance of proposals or submittals, the Finance Department will be guided by what it deems to be in the best interest of the town at the time of selection. The Finance Department also reserves the right to negotiate further with one or more firms as to any of the features of their proposals or submittals and to accept modifications to the work and/or price when such action will be in the best interest of the town. The award will be made to the most responsible qualified bidder, taking into consideration all criteria included in this request for proposal. The cost portion of the evaluation will be based upon a lump sum proposal fee submitted and will also be used as part of the criteria for selection.

Any and all work will need to be accomplished in the projected timeframes put forth in this Request for Proposal, or in any attached listing of projects by location and projected completion work dates. Contract award may be as a package or broken down by each service based on the best value for the Town of Mansfield.

Responses will be reviewed and evaluated by the Facilities Management Department and the candidates may be invited to participate in oral interviews. Criteria to be considered in evaluating proposals will include:

- Qualifications and required licensing or certification for stated work
- Minimum Liability Insurance for stated work
- Ability of professional personnel
- Past record and experience
- Willingness to meet time requirements
- Location
- Workload of the firm
- Technical experience of the company
- Responsiveness in clear understanding of the work to be performed
- Strength of client recommendations
- Local (City, County, Regional) experience

Additional Information:

Additional information may be obtained by contacting:

Allen N. Corson, Director
Facilities Management Department
Phone: 860-429-3326 or
Email: maintenance@mansfieldct.org