

CONSULTING SERVICES AGREEMENT
(MUNICIPAL PUBLIC WORKS PROJECT)

This Consulting Services Agreement (the “Agreement”) is dated as of the ____ day of _____, 2023 (the “Effective Date”) by and between **KAEYER, GARMENT + DAVIDSON ARCHITECTS, PC**, a _____ **professional corporation**, and the **TOWN OF WILTON**, a Connecticut municipal corporation (the “Town”). In consideration of the mutual covenants set forth below, the sufficiency of which is hereby acknowledged, Consultant and the Town agree as follows.

1. **Services by Consultant.**

(a) **Scope of Work.** Consultant will perform professional **evaluation and planning services** for the Town with respect to the **School Facilities Needs Assessment**, as described in the RFQ/RFP Number **2023-06**, attached as **Exhibit A** (the “RFP”) and Consultant’s fee proposal dated **June 12, 2023**, attached as **Exhibit B** (the “Proposal”). For purposes of this Agreement, the consulting services described in the Proposal are referred to as the “Services”. For purposes of this Agreement, “Component Documents” means and includes this Agreement, the RFP and the Proposal. The Component Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by Consultant shall be required only to the extent consistent with the Component Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of conflicts or discrepancies among the Component Documents, interpretations will be based on the following order of priority: this Agreement; the RFP; and the Proposal.

(b) **Performance.** Consultant represents and warrants that Consultant has the technical capability, experience, equipment, and other resources necessary to provide the Services on a timely basis and in full compliance with this Agreement. Consultant will use Consultant’s best skill, judgment and efforts to timely perform the Services in a manner satisfactory to the Town. Consultant will commence performing the Services when directed by the Town’s **Assistant Director of Public Works / Facilities Manager** (the “Director”).

(c) **Compliance With Laws.** Consultant agrees, represents and warrants that all of Consultant’s Services will be rendered in compliance with all applicable federal, state and local laws, regulations, ordinances, codes, orders and requirements. Consultant will promptly notify the Town if Consultant’s Services fail in any way to comply with the covenants, representations and warranties set forth in this Section, or if it is alleged that Consultant’s Services fail to comply with the covenants, representations and warranties set forth in this Section.

(d) **No Delegation, Exceptions.** Without the express prior written approval of the Director, Consultant shall not delegate to any other person or entity the performance of the Services or of any of Consultant’s obligations and responsibilities under this Agreement. Notwithstanding, Consultant is authorized to retain the services of the following sub-consultants, as described in the Proposal _____

2. **Additional Services.**

Consultant shall not perform any additional services beyond the Services described in the Proposal. Any additional services shall be subject to a separate written agreement.

3. **Independent Contractor.**

Consultant represents, warrants and agrees that: (a) Consultant is an independent contractor and not an employee or agent of the Town; (b) Consultant shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including wage withholding, payroll, unemployment insurance, Social Security, and sales and income taxes, associated with any payments or other compensation Consultant directly or indirectly receives from the Town; and (c) neither Consultant nor any employees or other personnel of Consultant are entitled to receive or are eligible for any benefits which accrue to employees of the Town, including without limitation such benefits as health insurance and retirement benefits. Without the express prior written approval of the Director, neither Consultant nor any employees or other personnel of Consultant will do or perform any act or make any representation, promise or commitment which purports in any way to bind the Town.

4. **Payments to Consultant.**

(a) **Compensation.** Consultant will be entitled to compensation for the Services in accordance with the lump sum fees indicated in the Proposal: **Sixty Five Thousand Five Hundred and 00/100 Dollars (\$65,500.00)** (the “Quoted Fee”). The Town will not be responsible for payment for Services performed in excess of the Quoted Fee unless, prior to performing the Services, the Consultant obtained the written authorization of the Director.

(b) **Invoices, Payment Schedule.** Consultant shall submit to the Town invoices for payment on a monthly basis. Each invoice shall include an itemized statement showing dates of work, a description of each task performed, and the total sum for each task. The Town shall review each invoice and, within ten (10) days of receipt, either certify the same for payment or advise Consultant of any necessary revisions or additional documentation necessary to render such invoice for payment. The Town will pay each invoice within twenty (20) days after receipt by the Finance Department of an approved invoice.

(c) **Expenses.** Except for Reimbursable Expenses of not to exceed **\$1,000.00**, the compensation to be paid under this Agreement is inclusive of all expenses. Except for Reimbursable Expenses of not to exceed **\$1,000.00**, Consultant will be solely responsible for the payment of all expenses appropriate or necessary for Consultant to properly perform the Services. Reimbursable Expenses in excess of **\$1,000.00** are subject to prior written approval of the Director. “Reimbursable Expenses” means and includes expenses actually incurred by Consultant for **the items indicated on the last page of the Proposal.**

5. **Duration of Agreement.**

(a) **Term.** The engagement of Consultant by the Town to provide the Services shall commence on the Effective Date and, unless earlier terminated as provided in this Agreement, shall end on June 30, **2024** (i. e., the end of the Town’s current fiscal year). The engagement of Consultant by the Town will be automatically extended for a period of one (1) fiscal year (i. e., through June 30, **2025**) unless either the Town or the Consultant notifies the other party that it does not wish to extend the engagement beyond the current fiscal year.

(b) **Termination by the Town.** The Town may, at any time and for any reason, terminate the engagement of Consultant to provide the Services under this Agreement. The Town shall give thirty (30) days’ prior notice to Consultant of any such termination specifying the effective date of the termination. If the Town terminates the engagement under this **Section 5(b)**: (i) Consultant shall continue to render the Services until the effective date of the termination; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the

effective date of the termination; and (iii) upon payment of the amount specified in Section 5(b)(ii), the Town shall have no further liability to Consultant under this Agreement.

(c) Termination by Consultant. Consultant may, for any reason, terminate this Agreement, provided that Consultant gives at least thirty (30) days' prior notice to the Town of any such termination specifying the effective date of the termination. If Consultant terminates the engagement under this Section 5(c): (i) Consultant shall continue to render Services, as provided in this Agreement, until the effective date of the termination; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in Section 5(c)(ii), the Town shall have no further liability to Consultant under this Agreement.

(d) Cooperation. If the engagement of Consultant to provide Services as set forth in this Agreement is terminated under Section 5(b) or Section 5(c), Consultant shall cooperate with the Town to arrange the termination in such manner as may reasonably be requested by the Town so as to minimize any disruption or adverse impact to the Town, including, without limitation, providing documentation and data files to a successor consultant designated by the Town.

(e) Survival. Notwithstanding anything to the contrary contained herein, the provisions of Sections 7, 8, 9, 10, 12, 13 and 14 of this Agreement shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

6. Insurance.

(a) Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Agreement the insurance coverages specified in **Appendix B** of the RFP.

(b) The insurance policies described in Section 6(a), above, are referred to herein as the "Policies". Each of the Policies shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of this Agreement and, upon request of the Town, at every date for renewal of the Policies, Consultant shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. Each of the Policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

(c) Consultant shall ensure that any and all sub-consultants engaged or employed by Consultant shall carry and maintain insurance in form and coverage amount consistent with the Policies and the consultant's relative scope of work. With respect to the insurance maintained by each of Consultant's sub-consultants, upon execution of this Agreement and, upon request of the Town, at every date for renewal of the Policies, Consultant shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. The certificates will show the Town as an additional insured. Each of the Policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

7. Ownership of Documents and Property.

(a) Consultant understands and agrees that all information and other property of the Town, notwithstanding its disclosure to and use by Consultant in the course of the engagement of Consultant to provide Services under this Agreement, shall remain the property of the Town or of any third party who may furnished it to the Town. At the termination of Consultant's engagement under this Agreement, or at the request of the Town at any time, Consultant will immediately deliver to the Town all information, and all other property of the Town or of a third party, which are in the possession, custody or control of

Consultant.

(b) All documents prepared by Consultant pursuant to this Agreement, including maps, sketches, reports, drawings, CAD and/or computer design files and specifications (the “Work Product”) are instruments of service in respect to the Services to be performed and, upon payment as herein provided, shall become the property of the Town. Consultant hereby irrevocably and perpetually assigns to the Town all right, title and interest in and to the Work Product, including but not limited to all intellectual property rights, including but not limited to patents, trademark, trade secret and copyright.

8. **Remedies; Indemnification.**

(a) In addition to and not in lieu of any other obligation contained in this Agreement, Consultant agrees to and shall indemnify the Town and hold the Town harmless with respect to any and all claims, losses, costs and expenses (including but not limited to attorneys’ fees and costs of litigation), damages, fines, penalties and/or liabilities arising out of (i) any breach or violation by Consultant of any provision of this Agreement, including any representation or warranty contained herein; and (ii) any negligent or intentional acts, errors or omissions by Consultant in the performance of its Services under this Agreement.

(b) The provisions of this Section 8 shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

9. **Entire Agreement; Modification; Binding Effect.**

(a) This Agreement contains the entire agreement of the parties concerning its subject matter and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement. Consultant acknowledges that in connection with Consultant’s decision to sign this Agreement, Consultant has not relied on any representations, promises or agreements of any kind except for those set forth in this Agreement.

(b) This Agreement may only be changed or modified in a writing signed by both Consultant and the Town.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Consultant may not assign Consultant’s obligations under this Agreement.

10. **Governing Law; Jurisdiction.**

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Connecticut. Consultant and the Town consent to the jurisdiction and exclusive venue of the State and/or Federal courts in Connecticut in any litigation concerning this Agreement or its enforcement.

11. **Consultant’s Authority to Conduct Business.**

Consultant represents and warrants that Consultant shall maintain its existence in good standing in its state of incorporation or formation (as applicable), and that Consultant shall maintain in full force and effect any and all licenses or authorizations required for Consultant to do business in each jurisdiction where Services are to be rendered under this Agreement.

12. **Dispute Resolution.**

(a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the parties. Any party may give the other party written notice of any dispute not resolved in the normal course of business. The notice and response shall include with reasonable particularity: (i) a statement of each party's position and a summary of arguments supporting that position; and (ii) the name and title of the person who will represent that party and of any other person who will accompany him or her. Within thirty (30) days after delivery of the notice, the parties shall meet at a mutually acceptable time and place.

(b) Unless otherwise agreed in writing, the above-described negotiation shall end at the close of the first meeting described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

(c) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(d) At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the parties. This limitation is inapplicable, however, to a party if the other party refuses to comply with the requirements of Section 12(a).

(e) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Section 12(a) and Section 12(b) are pending and for two (2) weeks thereafter. The parties will take such action, if any, required to effectuate such tolling.

(f) If the matter is not resolved by negotiations pursuant to Section 12(a) through Section 12(e), then either party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Commercial Arbitration Rules") and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. The parties may agree upon one (1) arbitrator. If they cannot so agree within two (2) weeks following demand for arbitration, then each party shall select an arbitrator, and the arbitrators so selected shall select a third arbitrator (the "Deciding Arbitrator"), and the decision of the Deciding Arbitrator shall be binding and conclusive. If either party refuses or fails to join in the appointment of an arbitrator, an arbitrator shall be appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing party or in such proportion as the arbitrator shall determine.

13. **Notices.**

All notices required or permitted to be given under this Agreement shall be sufficient only if in writing and given by hand delivery, by overnight mail service, or by certified or registered mail, addressed

to the party for whom such notice is intended at said party's address set forth below or such other address as either party may designate in writing to the other party.

If to the Town, addressed to:
Town of Wilton
238 Danbury Road
Wilton, CT 06897
Attention: First Selectwoman

If to Consultant, addressed to:
KG+D Architects, PC
285 Main Street
Mount Kisco, NY 10549
Attention: Erik A. Kaeyer, Vice President/Principal

14. **Miscellaneous Provisions.**

(a) Controlling Effect. In the event of an inconsistency between a provision of this Agreement and any terms and conditions that may be included in, or attached to, the Proposal, the provision in this Agreement shall control.

(b) Captions. Any title or caption contained in this Agreement is for convenience only and shall not be deemed a substantive part of this Agreement.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that PDF or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, PDF or electronic) of all the parties is binding on the parties once sent via electronic mail or delivered to the other party.

(d) Non-Waiver. Any delay or failure by either party to exercise any right under this Agreement, or any party's partial exercise of any right under this Agreement, shall not constitute a waiver of such right or any other right. The waiver by either party of any particular breach of this Agreement or right hereunder shall not operate or be construed as a waiver of any other breach of this Agreement or right hereunder, and no such waiver shall be effective unless set forth in writing by Consultant or the Town.

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WHEREFORE, the Town and Consultant have entered into this Agreement as of the date and year first written above.

TOWN OF WILTON

By: Lynne Vanderslice
Its: First Selectwoman

CONSULTANT:
KAEYER, GARMENT + DAVIDSON ARCHITECTS, PC

By:
Its:

{Signature page to Consulting Services Agreement}

REQUEST FOR QUALIFICATIONS / PROPOSALS
(RFQ/RFP)

FOR

ARCHITECTURAL / ENGINEERING SERVICES
SCHOOL FACILITIES NEEDS ASSESSMENT

RFP/RFQ NUMBER #2023-06



ISSUE DATE: April 13, 2023

ISSUED BY: TOWN OF WILTON
238 DANBURY ROAD
WILTON, CT 06897

INQUIRIES: JEFF PARDO, ASSISTANT
DIRECTOR OF PUBLIC
WORKS/FACILITIES MANAGER
PHONE: 203-563-0157
EMAIL: jeff.pardo@wiltonct.org

SUBMISSION
DEADLINE: TUESDAY, May 16, 2023
AT 2:00 P.M.

I. Project Overview

A. Project Background

The Town of Wilton has four public schools: Miller Driscoll School (Kindergarten to Second Grade), Cider Mill School (Third Grade to Fifth Grade), Middlebrook School (Sixth Grade to Eighth Grade) and Wilton High School (Ninth Grade to Twelfth Grade).

The Town completed an addition and renovation project at Miller Driscoll School in 2017. Accordingly, the analysis of Miller Driscoll School should be limited to the changes in applicable codes and how those changes may affect the School in the future. *See Priority 5, Facility Deficiency Priorities, below.*

B. Project Description

The Town and Wilton Public Schools (**the “District”**) **are** seeking Statements of Qualifications and Proposals from architectural and/or engineering firms licensed to practice in the State of Connecticut to perform a facility needs assessment on three of the four public schools. The purpose of the project is to ascertain the present condition of the school buildings and develop a 10-year long-range plan to address deficiencies. The selected firm will conduct a detailed condition assessment and perform a capital renewal analysis of the facilities and recommend a facility management web-based system for use by the **District’s** facilities and management personnel. The program software should effectively systematize maintenance and use facility condition and cost data to facilitate capital reinvestment planning and integration of physical assets.

The objectives of the project are:

- A. Identify deficient conditions in terms of deferred maintenance, capital renewal, and building and life safety code non-compliance issues.
- B. Recommend corrective action for each deficient condition.
- C. Classify and prioritize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- D. Provide cost estimates for each corrective action / project using published, industry standard construction, facilities maintenance and repair cost estimating data that reflects location and labor types as per the direction of the District.

- E. Establish a building component depreciation analysis to forecast renewal investment rates required to maintain facilities over time.

II. SELECTION PROCESS

A. Walk-Through

A walk-through will not be required. However, if enough firms request a walk-through, then one will be scheduled, possibly a separate walk-through for each of the schools.

B. Questions

All questions regarding this RFQ / RFP are to be submitted in writing via email to Jeff Pardo, jeff.pardo@wiltonct.org no later than Tuesday, May 9, 2023 at 4:00pm. Questions will be answered by Addendum which will be posted on the **Town's web site**. It is the **respondent's** responsibility to check the website for any addenda which may have been issued for this RFQ / RFP.

C. Submission Logistics

Full copies of the RFQ / RFP **package can be downloaded from the Town's** website at <https://www.wiltonct.org/bids>.

Submissions shall include the following:

Respondents should submit a cover letter identifying the contact individual for the firm and an executive summary detailing the key elements and factors that differentiate the Respondent from other engineering firms. The cover letter shall include acknowledgement of any addenda issued by the Town and specifically accept adherence to the Project Schedule (see Section IV). Respondents must identify their understanding of the Scope of Work. A word-for-word recitation of the Scope of Work description included in this RFP/RFQ will not be acceptable. Respondents must submit three (3) copies, and one electronic version, on a flash drive, in PDF format of the proposal. Proposals must be received by not later than Tuesday, May 16, 2023 at 2:00pm (**the "Submission Deadline"**). Proposals shall be submitted to and addressed as follows:

Office of the First Selectwoman
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Proposals must be submitted in a sealed envelope, clearly marked on the outside with the name and address of the responding entity, as well as the words:

School Facilities Needs Assessment

No submission nor any modification of or supplement to previously submitted material made by telephone, facsimile, or e-mail will be received or recognized. Respondents are encouraged to be selective and to provide only the relevant information necessary to convey their experience and qualifications for the required scope of services. Excessive material of a general nature should not be submitted.

Postmarks will not be considered. It is the sole responsibility of the Respondent to ensure that its proposal arrives on time at the designated location. All Respondents are cautioned to allow ample time for transmittal of their proposals. A register will be maintained of those Respondents submitting timely proposals. Review of proposals will be conducted at a later date.

D. Fee Proposals To Be Submitted in Separate Envelope

Respondents should submit fee proposals using the form attached as Appendix D, in a separate sealed envelope. Fee proposals should not be included with the remainder of the written proposal. Please provide two copies of the fee proposal in a separate envelope marked as follows:

School Facilities Assessment – Fee Proposal

Respondents should include hourly billing rates for invoicing optional additional services. Hourly rates for each of the job classifications listed below and any other appropriate classifications are to be provided. Secretarial services should be included within the hourly billing rates.

Architect

- Principal
- Project Architect
- Job Captain
- Draftsman
- Clerical/Administrative/Secretarial

Engineer

- Principal
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Clerical/Administrative/Secretarial

Billing rates for sub-consultants shall be comparable to those listed above. Each Respondent should identify the mark up, if any, on the rates of sub-consultants.

E. Insurance

Attached as Appendix B is a schedule showing the minimum insurance coverages that the Consultant will be required to maintain for the duration of the project.

F. Miscellaneous

The Town reserves the right to modify this RFQ/RFP prior to the Submission Deadline by issuing an addendum or addenda to all persons on record as having received a copy of the RFQ/RFP. The Town may extend the Submission Deadline **if, in the Town's sole judgment, it is necessary or desirable**, for any reason. The Town may also cancel this RFQ/RFP, if the Town determines it to be in **the Town's** best interest. The Town reserves the right to decline to award a contract to any of the Respondents if the Town is not satisfied with the proposals.

G. Ethics / Conflicts of Interest.

By submitting a proposal or entering into a consulting services agreement with the Town, the Respondent certifies that no payment, gift or thing of value of any kind was given or promised to or received by any person holding office or employment with the Town for the purpose of gaining acceptance of the proposal or bringing about the transaction. A false certification shall void the proposal and shall be deemed a material breach of any contract covering the transaction.

H. Interview and Presentation

The Town may, in its discretion, conduct interviews and receive presentations from the highest rated firms that submitted proposals. If an interview is conducted, it is expected that one or more of the **Respondent's principals and project monitor, as well as representatives** from sub-consultants, attend the interview.

The Town plans to select the successful Respondent (sometimes referred to as the "Consultant") through a *Quality Based Selection Process* that is based on criteria other than the proposed fee. **Notwithstanding, the highest rated Respondent's proposed fee will be examined to ensure its consistency with that of competing firms.** If agreement upon fees cannot be reached with the firm of first choice, the Town may elect to engage an alternate firm.

The Town reserves the right to reject any or all proposals, in whole or in part; to waive any defects, informalities, and minor irregularities; and to award a contract or cancel this RFQ / RFP if it is in the best interest of the Town to do so. The Town reserves the right to review the proposals and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Respondent that it feels is best suited to complete the project. The RFQ/RFP does not constitute a contract or offer of employment.

The Town is an AA/EEO employer and encourages MBE and WBE firms to apply.

III. Scope of Design Services

A. Design Services

The scope of work includes the following schools:

- Miller Driscoll School, 219 Wolfpit Road, renovated in 2017 and is approximately 124,128 SF
- Cider Mill School, 240 School Road, renovated in 1997 and is approximately 145,300 SF
- Middlebrook School, 131 School Road, renovated in 1997 and is approximately 181,689 SF
- Wilton High School, Danbury Road (Route 7), built in 1969 and is approximately 318,659 SF.

The Town has drawings in PDF format only. The Town does not guarantee the accuracy of any of the drawings or construction documents **in the Town's possession**. The Town will make all relevant drawings available to all firms who request a copy. Drawings are organized by both individual drawings or combined files. The Consultant will provide a bring a minimum 16 gig flash drive to the Annex Building at 238 Danbury Road, and the drawings will be downloaded. It is

expected that the Consultant will verify all dimensions and conditions and prepare the necessary CAD files based on the **Consultant's** own inspections, tests, measurements and analysis.

1. Facility Condition Survey

The scope of work includes inspections of all facilities by architectural and engineering professionals and production of an accurate analysis that identifies visible and discernible (through non-destructive means) components and elements requiring maintenance or other corrective action.

The facilities conditions assessment shall include, at a minimum, the following elements.

- a. Exterior Systems – roofs, walls, window systems, doors
- b. Interior Construction – walls, doors, flooring, visible structural components
- c. Interior Finishes – flooring, ceilings and wall finishes
- d. Health/Fire/Life Safety systems
- e. Handicap Accessibility – ADA requirements
- f. HVAC, energy supply, heat/cooling generating systems, distribution systems, terminal and package units, controls and instrumentation, systems testing and balancing
- g. Plumbing, fixtures, domestic water distribution, sanitary waste, storm water drainage.
- h. Electrical and Service Distribution, power, lighting,
- i. Fire Suppression, sprinklers, standpipes, fire protection specialties
- j. Special Electrical Systems, Emergency Power, Telecommunications
- k. Special Construction, gym, kitchen and lab equipment
- l. Vertical Transportation
- m. Site Utilities

In addition to observed facilities conditions, existing District-supplied facility condition data shall be reviewed for possible incorporation into the facility database. The scope of work includes conducting brief interviews with District officials to determine the integrity and completeness of data supplied by the District. All District-supplied facility condition data shall be identified as such in the database. Other types of District-supplied data may include any of the following: existing

engineering studies, hazardous materials audits, air or water quality studies, and other related facility condition data. Inclusion of existing District-supplied reports, electronic databases or spreadsheets, and other data shall be considered on a case-by-case basis.

2. Facility Deficiency Priorities

Priority 1 – Current Critical.

Conditions in this category require immediate action to:

- Correct a cited safety hazard;
- Stop accelerated deterioration;
- Replace equipment or materials which have surpassed useful life span; or
- Return/keep a facility to/in operation.

Priority 2 - Potentially Critical.

Conditions in this category, if not corrected expeditiously, will become critical within one year. Conditions in this category include:

- Intermittent operations;
- Rapid deterioration;
- Potential life safety hazards; and
- Replace equipment or material which is currently functioning but will reach its useful life span soon or is no longer energy efficient.

Priority 3 - Necessary – Not Yet Critical.

Conditions in this category require appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher replacement and energy costs if deferred further.

Priority 4 – Recommended.

Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility. Priority 4 projects will, however, improve overall usability and/or reduce long term energy and maintenance costs.

Priority 5 - Does not meet current codes/standards.

Conditions in this category include items that do not conform to current codes **but are “grandfathered”** in their condition. No action

is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction.

3. Facility Deficiency Categories

Each correction project identified shall be assigned one of the following categories:

- Life Safety Code Compliance
- Building Code Compliance
- Accessibility Code Compliance (ADA)
- Building Integrity
- Appearance
- Energy
- Environmental
 1. ASBM
 2. PCBs
 3. CFCs
 4. IAQ
 5. Water Quality

The above categories represent sample definitions and may be revised to meet the requirements of the District through the initial stages of the assessment process.

4. Classification

Each deficiency shall be classified by the major property components identified for survey in the field. That is, each deficiency shall be either one of the following classifications: Site, Exterior Systems, Interior Systems, Interior Finishes, Health/Fire/Life Safety Systems, Handicap Accessibility, HVAC, Plumbing, Electrical and Service Distribution, Special Electrical Systems, Fire Suppression, Special Construction, or Vertical Transportation.

5. Schedule and Cost

In addition to the priorities and classifications, the Consultant shall prepare a schedule of when work in the schools should be completed over the next 10 years. The schedule should include when RFPs

would need to be advertised for each work item, design, contract documents and bidding to maximize the summer months considering lead times on material and equipment. All work does not necessarily have to occur during the summer months. Some work, such as roof replacement and mechanical units, will need to take advantage of the summer months when school is not in session. The schedule should also include time required to obtain applicable grants. Consultant shall provide a cost estimate for each item including professional fees, construction, contingencies, prevailing wages when applicable and escalation.

6. Funding

Consultant shall investigate and evaluate grant opportunities that the Town may be able to take advantage of, including energy and infrastructure grants (both Federal and State), CT State Office of School Construction Grants Review. Consultant shall identify which projects would have the highest probability of success in obtaining available grants.

B. Consulting Services Agreement

The successful Respondent will be required to sign a Consulting Services Agreement ("CSA") prepared by the Town Attorney. The Town will deliver a copy of the CSA to the successful Respondent following notice of award. **A sample of the Town's** customary CSA is attached as Appendix C for information purposes. Depending upon the content of **the Respondent's proposal, the Town may modify the customary form** of CSA. The Town reserves the right to cancel the award to the successful Respondent if the successful Respondent proposes modifications to the CSA or attempts to modify the terms of the CSA after being notified of the award. All firms submitting proposals should review and become familiar with the requirements and obligations under the CSA. Proposals should not include modifications or amendments to the CSA. Proposals that include material modifications or amendments to the CSA may be disqualified.

IV Project Schedule

Event	Date
Consultant Selection Schedule	
RFQ/RFP Advertisement	April 13, 2023
Buildings Walk-Through	TBD
Deadline for Questions	May 9, 2023, 4:00 p.m.
Submission Deadline	May 16, 2023, 2:00 p.m.
Interviews (if necessary)	May 22 -26, 2023
Selection of Successful Respondent	May 30, 2023
Execution of PSA	June 9, 2023
General Project Milestones	
Investigation and Documentation	June 12, 2023 – July 31, 2023
Preliminary Needs Assessment Report	September 28, 2023
Review with Town Officials	October 10 – October 13, 2023
Presentation of Proposed Final Draft	October 23, 2023
Delivery of Final Needs Assessment Report	October 30, 2023

V. Project Budget

The Town has set aside funds for the School Facilities Needs Assessment. Capital funds will be reviewed and approved on a yearly basis based upon the 10-year report.

VI Statement of Qualification Minimum Requirements

Appendix A is a checklist of requirements for use by the submitting firm. Inclusion of the checklist with the Statement of Qualifications is required. Respondents shall clearly tab proposals in order to promote the fairness and efficiency of the review process. Proposals that do not meet the required format may be rejected outright or may be subjected

to a lower rating when evaluated. Excessively large proposals with unnecessary extra content are discouraged.

VII Evaluation Criteria

A. Project Approach

1. **Describe your firm's** understanding of the scope of work. A word **for word replication of the RFP's Scope of Design Services will not** be accepted.
2. Describe your **firm's approach to meeting this project's timeline** for design and bid documents and why your firm is the most advantageous.
3. Discuss your **firm's methods of communicating with your clients** throughout a project.
4. Provide three examples of instances when **your firm's experience** and knowledge helped a client to achieve a goal or avoid a large problem.
5. Describe any IT or other tools used to increase effectiveness.
6. Describe any advantages your sub-**consultants' experiences have** with similar projects that distinguish your team from others.
7. Demonstrate your firms understanding of the Scope of Work.

B. Proposed Staffing

1. Describe the proposed project organization, describing levels of involvement and responsibility for specific individuals. An organizational chart may be used. (Note that the identified primary contact(s) shall not be changed during the engagement without prior approval of the Town).
2. Introduce in-house team members assigned to this project, with in- depth information about their skills and professional licenses, including resumes.
3. Provide credentials and qualifications of suggested third party consultants, with specific reference to personnel who will work on the project, including information about their experience and professional licenses.
NOTE: The Town retains the right to recommend changes to the team prior to award.

C. Schedule

1. Note any suggested changes to the General Project Milestones indicated in Section IV and explain your reasons for the changes.

APPENDIX A: Statement of Qualification Checklist

Contents of Statements of Qualifications.

1. Letter of interest.
2. Copy of architectural and/or professional engineering licenses issued by Connecticut Department of Consumer Protection (lead firm and all proposed subconsultants).
3. Profile of the lead firm. Profile shall include:
 - Resumes of principals
 - Resumes of lead mechanical and electrical engineers, and staff designated to the project. Include a brief description of the role of each key staff member.
 - Geographic location of the design team.
 - Description of equipment, facilities and other resources assigned to this project.
 - Statement of financial condition of the firm and the ability to appropriately finance the required efforts for a project of this size and scope.
4. List of sub-consultants and roles. Provide the names and addresses of each sub-**consultant, or "in-house"**, if self-performed by the lead design firm. Include previous working experience with each sub-consultant.
 - List of projects completed with the proposed design team.
5. List a minimum of five completed projects that are similar in size and scope to this project. Information for each project shall include the following:
 - Project name, location and owner; and
 - Project administrator including contact information. Note: Project administrator may be contacted for a referral during the review process.
6. List of major school projects, new, additions and/or renovations within the last five years. Information for each project shall include the following:
 - Project name, location and owner;
 - Project manager and construction administrator;
 - Final cost of the project vs estimated cost; and
 - General contractor or construction manager.
7. Include the firm's, and consultants', current workload (projects in design and or construction with anticipated completion dates).
8. Include litigation history for all cases initiated within the last 10 years.

APPENDIX B: Insurance Requirements

The Consultant shall purchase from and maintain, for the life of the contract, in a company or companies with an A.M. Best rating of A- (VII) or better, such insurance which will protect the Town from claims set forth below which may arise out of or result from the Consultant's obligations under the contract, whether such obligations are the Consultant's or a subcontractor or any person or entity directly or indirectly employed by the Consultant or by anyone for whose acts the Consultant may be liable.

1. **Workers' Compensation**

Workers' compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation.

2. **Commercial General Liability**

Commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: bodily injury & property damage coverage with an occurrence limit of \$1,000,000; personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- The coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- The coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and the respondent.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

3. **Commercial Automobile**

Commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

4. Umbrella or Excess Liability

Umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (1) through (3) above. The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$ 5,000,000 in the aggregate. The Town reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the agreement.

5. Errors & Omissions

Errors & omissions insurance for liability resulting from the negligent performance of professional duties or operations. The policy shall contain limits of liability in the amount of \$1,000,000 each claim and \$3,000,000 in the aggregate. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

APPENDIX C: FORM OF CSA

{Note: This form is presented for information purposes only and is subject to modification by the Town based on contents of the proposal of the successful Respondent.}

CONSULTING SERVICES AGREEMENT (MUNICIPAL PUBLIC WORKS PROJECT)

This Consulting Services Agreement (the “Agreement”) is dated as of the ___ day of _____ (the “Effective Date”) by and between _____, a _____ and the **TOWN OF WILTON**, a Connecticut municipal corporation (the “Town”). In consideration of the mutual covenants set forth below, the sufficiency of which is hereby acknowledged, Consultant and the Town agree as follows.

1. **Services by Consultant.**

(a) **Scope of Work.** Consultant will perform professional _____ consulting services for the Town with respect to the _____, as described in the RFQ/RFP Number _____, attached as **Exhibit A** (the “RFP”) and Consultant’s proposal dated _____, attached as **Exhibit B** (the “Proposal”). For purposes of this Agreement, the consulting services described in the Proposal are referred to as the “Services”. For purposes of this Agreement, “Component Documents” means and includes this Agreement, the RFP and the Proposal. The Component Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by Consultant shall be required only to the extent consistent with the Component Documents and reasonably inferable from them as being necessary to produce the indicated results. *In the event of conflicts or discrepancies among the Component Documents, interpretations will be based on the following priorities: this Agreement; the RFP; and the Proposal.*

(b) **Performance.** Consultant represents and warrants that Consultant has the technical capability, experience, equipment, and other resources necessary to provide the Services on a timely basis and in full compliance with this Agreement. Consultant will use Consultant’s best skill, judgment and efforts to timely perform the Services in a manner satisfactory to the Town. Consultant will commence performing the Services when directed by the Town’s _____ (the “Director”).

(c) **Compliance With Laws.** Consultant agrees, represents and warrants that all of Consultant’s Services will be rendered in compliance with all applicable federal, state and local laws, regulations, ordinances, codes, orders and requirements. Consultant will promptly notify the Town if Consultant’s Services fail in any way to comply with the covenants, representations and warranties set forth in this Section, or if it is alleged that Consultant’s Services fail to comply with the covenants, representations and warranties set forth in this Section.

(d) **No Delegation, Exceptions.** Without the express prior written approval of the Director, Consultant shall not delegate to any other person or entity the performance of the Services or of any of Consultant’s obligations and responsibilities under this Agreement. Notwithstanding, Consultant is authorized to retain the services of the following sub-consultants, as described in the Proposal _____

2. **Additional Services.**

Consultant shall not perform any additional services beyond the Services described in the Proposal. Any additional services shall be subject to a separate written agreement.

3. **Independent Contractor.**

Consultant represents, warrants and agrees that: (a) Consultant is an independent contractor and not an employee or agent of the Town; (b) Consultant shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including wage withholding, payroll, unemployment insurance, Social Security, and sales and income taxes, associated with any payments or other compensation Consultant directly or indirectly receives from the Town; and (c) neither Consultant nor any employees or other personnel of Consultant are entitled to receive or are eligible for any benefits which accrue to employees of the Town, including without limitation such benefits as health insurance and retirement benefits. Without the express prior written approval of the Director, neither Consultant nor any employees or other personnel of Consultant will do or perform any act or make any representation, promise or commitment which purports in any way to bind the Town.

4. **Payments to Consultant.**

(a) **Compensation.** Consultant will be entitled to compensation for the Services in accordance with the lump sum fees indicated in the Proposal: _____ (the "Quoted Fee"). The Town will not be responsible for payment for Services performed in excess of the Quoted Fee unless, prior to performing the Services, the Consultant obtained the written authorization of the Director.

(b) **Invoices, Payment Schedule.** Consultant shall submit to the Town invoices for payment on a monthly basis. Each invoice shall include an itemized statement showing dates of work, a description of each task performed, and the total sum for each task. The Town shall review each invoice and, within ten (10) days of receipt, either certify the same for payment or advise Consultant of any necessary revisions or additional documentation necessary to render such invoice for payment. The Town will pay each invoice within twenty (20) days after receipt by the Finance Department of an approved invoice.

(c) **Expenses.** There will be no reimbursable disbursements or out-of-pocket expenditures associated with the Services. Consultant will be solely responsible for the payment of all expenses appropriate or necessary for Consultant to properly perform the Services.

5. **Duration of Agreement.**

(a) **Term.** The engagement of Consultant by the Town to provide the Services shall commence on the Effective Date and, unless earlier terminated as provided in this Agreement, shall end on June 30, 202__ (i. e., the end of the Town's current fiscal year). The engagement of Consultant by the Town will be automatically extended for a period of one (1) fiscal year (i. e., through June 30, 202__) unless either the Town or the Consultant notifies the other party that it does not wish to extend the engagement beyond the current fiscal year.

(b) **Termination by the Town.** The Town may, at any time and for any reason, terminate the

engagement of Consultant to provide the Services under this Agreement. The Town shall give thirty (30) days' prior notice to Consultant of any such termination specifying the effective date of the termination. If the Town terminates the engagement under this Section 5(b): (i) Consultant shall continue to render the Services until the effective date of the termination; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in Section 5(b)(ii), the Town shall have no further liability to Consultant under this Agreement.

(c) Termination by Consultant. Consultant may, for any reason, terminate this Agreement, provided that Consultant gives at least thirty (30) days' prior notice to the Town of any such termination specifying the effective date of the termination. If Consultant terminates the engagement under this Section 5(c): (i) Consultant shall continue to render Services, as provided in this Agreement, until the effective date of the termination; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in Section 5(c)(ii), the Town shall have no further liability to Consultant under this Agreement.

(d) Cooperation. If the engagement of Consultant to provide Services as set forth in this Agreement is terminated under Section 5(b) or Section 5(c), Consultant shall cooperate with the Town to arrange the termination in such manner as may reasonably be requested by the Town so as to minimize any disruption or adverse impact to the Town, including, without limitation, providing documentation and data files to a successor consultant designated by the Town.

(e) Survival. Notwithstanding anything to the contrary contained herein, the provisions of Sections 7, 8, 9, 10, 12, 13 and 14 of this Agreement shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

6. Insurance.

(a) Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Agreement the insurance coverages specified in Section ____ of the RFP.

(b) The insurance policies described in Section 6(a), above, are referred to herein as the "Policies". Each of the Policies shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of this Agreement and, upon request of the Town, at every date for renewal of the Policies, Consultant shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. Each of the Policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

(c) Consultant shall ensure that any and all sub-consultants engaged or employed by Consultant shall carry and maintain insurance in form and coverage amount consistent with the Policies and the consultant's relative scope of work. With respect to the insurance maintained by each of Consultant's sub-consultants, upon execution of this Agreement and, upon request of the Town, at every date for renewal of the Policies, Consultant shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. The certificates will show the Town as an additional insured. Each of the Policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

7. Ownership of Documents and Property.

(a) Consultant understands and agrees that all information and other property of the Town, notwithstanding its disclosure to and use by Consultant in the course of the engagement of Consultant to provide Services under this Agreement, shall remain the property of the Town or of any third party who may furnish it to the Town. At the termination of Consultant's engagement under this Agreement, or at the request of the Town at any time, Consultant will immediately deliver to the Town all information, and all other property of the Town or of a third party, which are in the possession, custody or control of Consultant.

(b) All documents prepared by Consultant pursuant to this Agreement, including maps, sketches, reports, drawings, CAD and/or computer design files and specifications (the "Work Product") are instruments of service in respect to the Services to be performed and, upon payment as herein provided, shall become the property of the Town. Consultant hereby irrevocably and perpetually assigns to the Town all right, title and interest in and to the Work Product, including but not limited to all intellectual property rights, including but not limited to patents, trademark, trade secret and copyright.

8. **Remedies; Indemnification.**

(a) In addition to and not in lieu of any other obligation contained in this Agreement, Consultant agrees to and shall indemnify the Town and hold the Town harmless with respect to any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities arising out of (i) any breach or violation by Consultant of any provision of this Agreement, including any representation or warranty contained herein; and (ii) any negligent or intentional acts, errors or omissions by Consultant in the performance of its Services under this Agreement.

(b) The provisions of this Section 8 shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

9. **Entire Agreement; Modification; Binding Effect.**

(a) This Agreement contains the entire agreement of the parties concerning its subject matter and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement. Consultant acknowledges that in connection with Consultant's decision to sign this Agreement, Consultant has not relied on any representations, promises or agreements of any kind except for those set forth in this Agreement.

(b) This Agreement may only be changed or modified in a writing signed by both Consultant and the Town.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Consultant may not assign Consultant's obligations under this Agreement.

10. **Governing Law; Jurisdiction.**

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Connecticut. Consultant and the Town consent to the jurisdiction and exclusive venue of the State and/or Federal courts in Connecticut in any litigation concerning this Agreement or its enforcement.

11. **Consultant's Authority to Conduct Business.**

Consultant represents and warrants that Consultant shall maintain its existence in good standing in its state of incorporation or formation (as applicable), and that Consultant shall maintain in full force and effect any and all licenses or authorizations required for Consultant to do business in each jurisdiction where Services are to be rendered under this Agreement.

12. **Dispute Resolution.**

(a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the parties. Any party may give the other party written notice of any dispute not resolved in the normal course of business. The notice and response shall include with reasonable particularity: (i) a statement of each party's position and a summary of arguments supporting that position; and (ii) the name and title of the person who will represent that party and of any other person who will accompany him or her. Within thirty (30) days after delivery of the notice, the parties shall meet at a mutually acceptable time and place.

(b) Unless otherwise agreed in writing, the above-described negotiation shall end at the close of the first meeting described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

(c) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(d) At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the parties. This limitation is inapplicable, however, to a party if the other party refuses to comply with the requirements of Section 12(a).

(e) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Section 12(a) and Section 12(b) are pending and for two (2) weeks thereafter. The parties will take such action, if any, required to effectuate such tolling.

(f) If the matter is not resolved by negotiations pursuant to Section 12(a) through Section 12(e), then then either party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Commercial Arbitration Rules") and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. The parties may agree upon one (1) arbitrator. If they cannot so agree within two (2) weeks following demand for arbitration, then each party shall select an arbitrator, and the arbitrators so selected shall select a third arbitrator (the "Deciding Arbitrator"), and the decision of the Deciding Arbitrator shall be binding and conclusive. If either party refuses or fails to join in the appointment of an arbitrator, an arbitrator shall be appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter

and shall execute and acknowledge its award in writing and deliver a copy thereof to each party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing party or in such proportion as the arbitrator shall determine.

13. **Notices.**

All notices required or permitted to be given under this Agreement shall be sufficient only if in writing and given by hand delivery, by overnight mail service, or by certified or registered mail, addressed to the party for whom such notice is intended at said party's address set forth below or such other address as either party may designate in writing to the other party.

If to the Town, addressed to:
Town of Wilton
238 Danbury Road
Wilton, CT 06897
Attention: First Selectwoman

If to Consultant, addressed to:

14. **Miscellaneous Provisions.**

(a) **Controlling Effect.** In the event of an inconsistency between a provision of this Agreement and any terms and conditions that may be included in, or attached to, the Proposal, the provision in this Agreement shall control.

(b) **Captions.** Any title or caption contained in this Agreement is for convenience only and shall not be deemed a substantive part of this Agreement.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that PDF or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, PDF or electronic) of all the parties is binding on the parties once sent via electronic mail or delivered to the other party.

(d) **Non-Waiver.** Any delay or failure by either party to exercise any right under this Agreement, or any party's partial exercise of any right under this Agreement, shall not constitute a waiver of such right or any other right. The waiver by either party of any particular breach of this Agreement or right hereunder shall not operate or be construed as a waiver of any other breach of this Agreement or right hereunder, and no such waiver shall be effective unless set forth in writing by Consultant or the Town.

{This space intentionally left blank. The next page is the signature page.}

WHEREFORE, the Town and Consultant have entered into this Agreement as of the date and year first written above.

TOWN OF WILTON

By: Lynne Vanderslice
Its: First Selectwoman

CONSULTANT:

By:
Its:

{Signature page to Consulting Services Agreement}

APPENDIX D: Fee Proposal Form

The following Fee is proposed to perform the duties, responsibilities and obligations as described in this RFQ/RFP. The project shall be completed under a lump sum fee arrangement as follows.

Fee breakdown:

Miller-Driscoll School

Investigation, Survey and Documentation \$ _____

Preliminary Needs Assessment \$ _____

Final Report \$ _____

Sub-total cost \$ _____

Cider Mill School

Investigation, Survey and Documentation \$ _____

Preliminary Needs Assessment \$ _____

Final Report \$ _____

Sub-total Cost \$ _____

Middlebrook School

Investigation, Survey and Documentation \$ _____

Preliminary Needs Assessment \$ _____

Final Report \$ _____

Sub-Total Cost \$ _____

Wilton High School

Investigation, Survey and Documentation \$ _____

Preliminary Needs Assessment \$ _____

Final Report \$ _____

Sub-total Cost \$ _____

Total Cost w/o Miller-Driscoll School \$ _____

Total Cost w/Miller-Driscoll School \$ _____

Reimbursables (Not To Exceed) \$ _____

Acknowledgment of Addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Company Name: _____ Date: _____

Address: _____

Name of Submitter: _____ Title: _____

Phone: _____ Email: _____

Authorized Signature: _____

Federal Tax ID No. _____

REQUEST FOR QUALIFICATIONS / PROPOSALS
(RFQ/RFP)

FOR

ARCHITECTURAL / ENGINEERING SERVICES
SCHOOL FACILITIES NEEDS ASSESSMENT

RFP/RFQ NUMBER #W-2023-06



April 26, 2023

ADDENDUM NO. 1

Addendum No.1 is being issued to all potential bidders to provide the items and attachments set forth herein which shall act to qualify, clarify, or otherwise modify the Documents previously issued regarding the above referenced project. These items, whether of omission, addition, substitution, or clarification, shall be incorporated into the proposals submitted by all proposers, and receipt of this document and its attachments must be acknowledged, either in the space provided on the Proposer's **Form of Proposal**. **Failure to do so may subject the Proposer to disqualification.**

The Town has received a request for a walk through of the four schools. This walk through is not mandatory.

Monday May 1, 2023 at 10:00am, meet at the front entrance to Miller Driscoll School

School Facilities Needs Assessment
RFQ/RFP Architectural/Engineering Services

Monday May 1, 2023 at 11:00am, meet at the front entrance to Cider Mill School

Tuesday May 2, 2023 at 10:00am, meet at the front entrance of Middlebrook School

Tuesday May 2, 2023 at 11:00am, meet at the front entrance of Wilton High School.

All other terms and conditions of RFQ/RFP W-2023-06 remain the same.

WILTON PUBLIC SCHOOLS



REVISED: FEE PROPOSAL



June 12, 2023

Town of Wilton
Department of Public Works
Town Annex
238 Danbury Road
Wilton, CT 06897



Attn: Mr. Jeff Pardo, Assistant Director of Public Works/Facilities Manager

Re: Proposal for A/E Professional Services: WPS Facilities Needs Assessment

Greetings Mr. Pardo:

We are writing to provide our revised proposal for professional services to prepare a Facilities Needs Assessment and 10-year Long-Range Plan for the Wilton Public Schools.

Enclosed please find our fee proposal for professional evaluation and planning services for Wilton Public Schools. The proposed fees are for the performance of services outlined in our proposal and our additional understanding of the project goals.

The scope of work for each task has been further defined on the fee spreadsheet for each school including meetings/presentations with Town/School leadership during each task, expanded surveying of site features adjacent to the school buildings, and investigation and evaluation of grant opportunities to offset some of the planned project costs. Please do not hesitate to call with questions regarding this proposal.

KG+D has always been able to work out fair and reasonable fees for the projects assigned to our firm. We are flexible and willing to discuss adjustments to this proposal associated with modifications to scope and/or level of detail.

Please feel free to contact us should you have any questions or require any further information.

Sincerely:

KG+D ARCHITECTS, PC

A handwritten signature in blue ink, appearing to read 'Erik A. Kaeyer'.

Erik A. Kaeyer, AIA LEED AP – Principal

Miller-Driscoll School

Investigation, Survey and Documentation \$2,000* (\$500/discipline)

*Includes Architect, Mechanical/Electrical Engineers and Roof Consultant reviewing of existing drawings and code review performed during last capital project and brief reports on required code upgrades that have occurred after the project completion. This is not a full building conditions survey.

Preliminary Needs Assessment \$0*

*Not in scope of work.

Final Report \$2,000*

*Includes a draft presentation of code review to the planning committee and a final presentation of findings to the WPS Board of Education and the Town of Wilton Board of Selectmen.

Sub-Total Cost **\$4,000**

Cider Mill School

Investigation, Survey and Documentation \$7,500*

*Includes facilities staff interviews and review of existing reports provided by the TOW/WPS. Surveying includes exterior site conditions adjacent to the building (sidewalks, paved areas) but not playgrounds or playing field areas.

Preliminary Needs Assessment \$7,500*

*Includes facilities staff meetings to review priorities and assign build years for the planned work. Assessment also will include reports provided by the TOW/WPS related to low voltage needs, security/data networking and hazmat reports prepared under separate contracts but important to include within 10-year capital planning.

Final Report \$4,500*

*Consultant team will investigate and provide recommendations on grant opportunities. Presentations include a draft presentation of the report to the planning committee and a final presentation of findings to the WPS Board of Education and the Town of Wilton Board of Selectmen. The final set of deliverables will be: 1) a power point presentation of findings, 2) a written report on existing conditions and recommendations for code and infrastructure improvements, and 3) an Excel spreadsheet on items requiring replacement, their total project costs (construction, escalation, contingencies, and soft costs), and each items priority and planned replacement year.

Sub-Total Cost **\$19,500**

Middlebrook School

Investigation, Survey and Documentation \$7,500*

*Includes facilities staff interviews and review of existing reports provided by the TOW/WPS. Surveying includes exterior site conditions adjacent to the building (sidewalks, paved areas) but not playgrounds or playing field areas.

Preliminary Needs Assessment \$7,500*

*Includes facilities staff meetings to review priorities and assign build years for the planned work. Assessment also will include reports provided by the TOW/WPS related to low voltage needs, security/data networking and hazmat reports prepared under separate contracts but important to include within 10-year capital planning.

Final Report \$4,500*

*Consultant team will investigate and provide recommendations on grant opportunities. Presentations include a draft presentation of the report to the planning committee and a final presentation of findings to the WPS Board of Education and the Town of Wilton Board of Selectmen. The final set of deliverables will be: 1) a power point presentation of findings, 2) a written report on existing conditions and recommendations for code and infrastructure improvements, and 3) an Excel spreadsheet on items requiring replacement, their total project costs (construction, escalation, contingencies, and soft costs), and each items priority and planned replacement year.

Sub-Total Cost **\$19,500**

Wilton High School

Investigation, Survey and Documentation \$9,000*

*Includes facilities staff interviews and review of existing reports provided by the TOW/WPS. Surveying includes exterior site conditions adjacent to the building (sidewalks, paved areas) but not playgrounds or playing field areas.

Preliminary Needs Assessment \$9,000*

*Includes facilities staff meetings to review priorities and assign build years for the planned work. Assessment also will include reports provided by the TOW/WPS related to low voltage needs, security/data networking and hazmat reports prepared under separate contracts but important to include within 10-year capital planning.

Final Report \$4,500*

*Consultant team will investigate and provide recommendations on grant opportunities. Presentations include a draft presentation of the report to the planning committee and a final presentation of findings to the WPS Board of Education and the Town of Wilton Board of Selectmen. The final set of deliverables will be: 1) a power point presentation of findings, 2) a written report on existing conditions and recommendations for code and infrastructure improvements, and 3) an Excel spreadsheet on items requiring replacement, their total project costs (construction, escalation, contingencies, and soft costs), and each items priority and planned replacement year.

Sub-Total Cost **\$22,500**

Total Cost w/o Miller-Driscoll **\$61,500**

Total Cost w/ Miller-Driscoll **\$65,500**

Reimbursables (Not to Exceed) **\$1,000**

Acknowledgement of Addenda:

Addendum No. 1 x

Addendum No. 2

Addendum No. 3


Addendum No. 4

Company Name: KG+D Architects, PC Date: 6.12.23

Address: 285 Main Street, Mount Kisco, NY 10549

Name of Submitter: Erik A. Kaeyer, AIA, LEED AP Title: Vice President/Principal

Phone: 914.666.5900 Email: ekaeyer@kgdarchitects.com

Authorized Signature:  _____

Federal Tax ID No. 13-3045727



2023 HOURLY BILLING RATES

Principals	\$225/Hr
Associate Principals	\$170/Hr
Associates/Project Architects	\$150/Hr
Architects/Sr. Technical	\$125/Hr
Architects/Technical	\$100/Hr
Landscape Architect	\$150/Hr
Sr. Project Coordinator	\$150/Hr
Asst. Project Coordinator	\$125/Hr
Administration/Communications	
Business Manager	\$150/Hr
Marketing Coordinator	\$130/Hr
Administrative Support	\$ 80/Hr

We reserve the right to update these rates on January 1st of every calendar year.

SCHEDULE of STANDARD REIMBURSABLE CHARGES

- Dedicated data and communication services, project web sites and extranets;
- It is the Owner's responsibility to pay fees for securing approval of authorities having jurisdiction over the Project. If this expense is requested of the Architect, fees will incurred will include the expense plus 10% to cover additional administrative costs.
- Printing, reproductions, plotting, and standard form documents for project deliverables, excluding in-house printing or plotting of documents;
- Postage, overnight and expedited delivery charges;
- Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner in excess of base services;
- All taxes levied on professional services and on reimbursable expenses;
- Third-party, cloud-based interface for documentation retention and exchange during Construction Administration Phase
- Other similar project-related expenditures with prior written authorization from the Owner.
- For all reimbursable expenses, the compensation will include the expense incurred plus 10% to cover additional administrative costs.