

TOWN OF WINDSOR

Windsor, Connecticut

REQUEST FOR PROPOSALS

Educational Facilities Studies

Enrollment Projections | Capacity & Utilization Analysis | Facilities Condition Assessment

Windsor Public Schools — All 7 School Buildings

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|---------------------------|--|
| Issuing Authority | Town of Windsor, Connecticut |
| Project Title | Educational Facilities Studies — Windsor Public Schools |
| Scope | Enrollment Projections, Capacity & Utilization Analysis, Facilities Condition Assessment |
| Buildings in Scope | All 7 Windsor Public School Buildings |
| Issue Date | June 19, 2026 |
| Proposals Due | August 6, 2026 by 2:00pm EST |
| Submission Method | Electronically |
| Contact Person | Dr. Noha Abdel-Hady, nhady@windsorct.org |

The Town of Windsor is an Equal Opportunity Employer.

1. Introduction and Background

The Town of Windsor, Connecticut (the “Town”) is soliciting proposals from qualified firms to conduct a comprehensive and integrated set of educational facilities studies for the Windsor Public Schools (WPS). These studies cover all seven (7) WPS school buildings and are designed to provide the Town and the Board of Education with rigorous, evidence-based analysis to support consequential decisions about the future of its school facilities.

Windsor’s school buildings represent a significant public investment and serve as the primary learning environment for thousands of students each year. The physical condition, spatial configuration, and long-term viability of these facilities have a direct and measurable impact on student outcomes, instructional quality, and community confidence in the public school system.

These studies are being commissioned to answer a fundamental question: Do Windsor’s existing school buildings — in their current condition and configuration — adequately serve the educational needs of the 21st century, or do they require significant renovation, enhancement, or replacement? The Town is committed to ensuring that Windsor students learn in environments comparable to those found in the nation’s and world’s highest-performing educational systems.

Strategic Intent: Why These Studies Matter

- Determine whether existing WPS facilities should be rebuilt, substantially renovated, or enhanced
- Evaluate the alignment of current school buildings with 21st century learning space standards
- Benchmark Windsor’s facilities against best practices in top-performing educational systems nationally and internationally
- Assess site feasibility for potential new construction, including the ability to build on or near existing sites while schools remain in operation
- Eliminate or minimize the need for costly temporary student housing during any future construction
- Generate the data and analysis necessary to develop a sound, defensible Capital Improvement Plan (CIP) or facilities master plan
- Ensure all future facilities investments are equitable, educationally sound, and fiscally responsible

1.1 Vision for 21st Century Learning Environments

The Town of Windsor believes that school facilities should be active enablers of learning — not passive containers for instruction. Research from leading national and international education systems and organizations including the OECD, the Centre for Education and Youth (CfEY), and the New Pedagogies for Deep Learning (NPDL) network consistently demonstrates that well-designed learning environments improve student engagement, support diverse instructional models, and contribute to stronger academic outcomes.

Countries that consistently lead international education rankings — including Finland, Singapore, the Netherlands, Canada, New Zealand, and Japan — have made deliberate, research-driven investments in transforming their school buildings into flexible, student-centered

environments. Windsor aspires to align its school facilities with these internationally recognized principles:

| What Research Shows Works | How World-Leading Schools Are Designed |
|---|--|
| <ul style="list-style-type: none"> • Flexible, multi-use spaces that support diverse learning modes (independent, collaborative, whole-group, project-based) • Smaller breakout and 'studio' spaces adjacent to main classrooms enabling differentiated instruction • Abundant natural light — studies show up to 20% improvement in learning outcomes in naturally lit classrooms (Heschong Mahone Group) • Biophilic design: incorporation of plants, natural materials, and outdoor connections that reduce stress and improve focus • Acoustically optimized spaces that reduce noise interference and improve comprehension • Student agency in the environment — movable furniture, writable surfaces, and student-displayed work | <ul style="list-style-type: none"> • Finland: Open-plan learning neighborhoods grouped by age, shared communal spaces, no long corridors — schools feel like community hubs • Singapore: 'Learning Oases' integrating indoor-outdoor environments, dedicated innovation labs, and centralized maker spaces • Netherlands: Schools designed around 'ateliers' (studios) that blur subject boundaries and support project-based learning • New Zealand: 'Innovative Learning Environments' (ILEs) built around collaborative teacher teams and multi-age student groups • Japan: Schools with deep connections to local community, multi-purpose halls, and gardens used as learning environments |

The results of these studies will inform whether Windsor's current buildings can be renovated to achieve this vision — or whether new construction is required to meet the educational standards Windsor's students deserve.

1.2 Buildings in Scope

This RFP covers all seven (7) Windsor Public School buildings. Proposers must include all seven buildings in their methodology and fee structure. The Town will provide building square footage, year of construction, and available as-built drawings to the selected consultant(s) upon award.

| School Name | Grade Configuration | Building Type |
|-------------------------|---------------------|---------------|
| Oliver Ellsworth | K-2 | Elementary |
| Poquonock School | PreK-2 | Elementary |
| John F. Kennedy | 3-5 | Elementary |
| Clover Street School | 3-5 | Elementary |
| Sage Park Middle School | 6-8 | Middle School |

| | | |
|---------------------|---|-----------------------|
| Windsor High School | 9-12 | High School |
| LP Wilson | Central Office and Special Programs 6-12 | Alternative/Specialty |

2. Scope of Services

Proposers may respond to one or more of the three study areas described below. However, the Town strongly encourages proposers capable of addressing multiple scopes to do so, as integration across all three studies is essential to the overall planning process. The Town reserves the right to award to a single firm or multiple firms, and to bundle or separate scopes at its discretion.

Regardless of which scope(s) a firm proposes, all deliverables must be designed to inform a clear, actionable answer to Windsor's central question: Do our school facilities need to be rebuilt, substantially renovated, or enhanced — and what will it take to bring them to the standard of 21st century learning environments?

2.1 Enrollment Projections

Accurate, forward-looking enrollment projections are the demographic foundation upon which all facilities decisions rest. The selected consultant shall prepare updated enrollment projections for the Windsor Public Schools that reflect Windsor's specific demographic dynamics and Connecticut's broader regional trends. Critically, these projections must account for the full enrollment ecosystem — including students currently enrolled in private, magnet, and choice programs — and must model the potential for re-enrollment as Windsor's school quality attracts families back to the public system.

Scope of Work:

- Collect, validate, and analyze historical WPS enrollment data by school, grade level, and program for a minimum of the past ten (10) years
- Analyze key demographic drivers including:
 - Residential birth rates and cohort survival trends
 - Housing market activity, residential development pipelines, and in/out migration patterns
 - Age distribution and household composition trends in Windsor
- Conduct a comprehensive analysis of private and magnet school enrollment trends, including:
 - Current number of Windsor-resident students enrolled in private schools, magnet schools, and inter-district choice programs
 - Historical trends in private and magnet enrollment over the past ten (10) or more years
 - Reasons families have chosen non-public options, to the extent data and research support such analysis
 - Identification of peer districts in Connecticut where improvements in public school quality, facilities, or programming led to measurable re-enrollment from private and magnet settings
- Model the potential enrollment re-capture scenario: project the incremental increase in WPS enrollment that could result if enhanced facilities, updated programming, and improved educational quality were to attract families currently enrolled in private and magnet schools back to the Windsor Public Schools

- This scenario shall be presented as a distinct projection model with supporting assumptions clearly documented
- The consultant shall provide a range of re-capture estimates (conservative, moderate, optimistic) based on comparable district data
- Review state-level enrollment trends and benchmarks from the Connecticut State Department of Education
- Develop short-term (5-year) and long-term (10-year) enrollment projections by school and grade level
- Present a minimum of three (3) base projection scenarios (low, medium, high) and an additional re-capture scenario as described above
- Assess how all projection scenarios may affect space needs, school configurations, and grade-level assignments
- Produce a comprehensive written report with narrative findings, data tables, and charts
- Present findings to Town leadership, the Board of Education, Public Building Commission and the public as requested

2.2 Capacity and Utilization Analysis

This analysis must assess how Windsor's current school buildings are being used, how well they are sized for current and future enrollment, and whether existing spaces can support the instructional models required for 21st century learning. Critically, this scope also includes a land study and hazardous materials assessment to determine the feasibility of constructing new school buildings on or adjacent to existing sites while those schools remain fully operational — allowing students to transition directly into new facilities without the use of temporary housing.

Instructional Space Assessment:

- Conduct a comprehensive inventory of all spaces within each of the seven (7) WPS school buildings, including:
 - General education classrooms and instructional spaces
 - Special education and related services spaces
 - Science labs, art rooms, music rooms, and maker/STEM spaces
 - Libraries, media centers, and technology spaces
 - Gymnasiums, cafeterias, and multipurpose spaces
 - Administrative, faculty, and support areas
 - Outdoor learning and play environments
- Calculate design capacity and functional capacity for each school using Connecticut State Department of Education guidelines and industry standards
- Assess current utilization rates by school, building, and space type
- Identify spaces that are over-capacity, under-utilized, misaligned, or educationally obsolete
- Evaluate the suitability of existing spaces for 21st century instructional models, including flexible learning, collaborative work, project-based learning, and technology-integrated instruction
- Benchmark Windsor's facility configurations against high-performing Connecticut districts and nationally recognized 21st century school design standards
- Integrate findings with enrollment projections to assess whether existing buildings — renovated or as-is — can adequately serve all projected student population scenarios, including the enrollment re-capture scenario

Land Study and Site Feasibility Analysis:

For each of the seven (7) WPS school sites, the consultant shall conduct a site feasibility analysis to evaluate the potential for new construction on or adjacent to the existing site while the current school building remains in active operation. The goal of this analysis is to determine whether a “swing space-free” construction strategy is achievable at each location — meaning students could remain in existing buildings during construction and transition directly into new facilities upon completion, eliminating the cost and disruption of temporary housing. The analysis shall include:

- Survey and assessment of available land area on and adjacent to each school site, including district-owned parcels and potential acquisition opportunities
- Evaluation of site geometry, topography, and physical constraints that may affect the feasibility of phased or simultaneous construction
- Review of zoning, land use regulations, and deed restrictions applicable to each school property
- Assessment of vehicular access, pedestrian circulation, and the ability to safely maintain school operations during active construction on the same site
- Evaluation of utility infrastructure capacity to support new or expanded facilities

Hazardous Materials Site Assessment:

As part of the land and site feasibility analysis, the consultant shall conduct or coordinate a Phase I Environmental Site Assessment (ESA) for each school site, and recommend Phase II ESA where warranted, to identify any environmental conditions that could affect the suitability of the site for new construction. This shall include:

- Review of available environmental records, historical site use, and regulatory databases for each school property
- Identification of recognized environmental conditions (RECs) including potential soil contamination, underground storage tanks, and other hazardous material concerns
- Assessment of the presence or history of hazardous building materials including asbestos, lead-based paint, and PCBs in existing structures
- Identification of any environmental conditions that would require remediation prior to or during new construction, with preliminary cost estimates
- A summary determination for each site: whether the site is suitable for new construction as-is, requires remediation prior to construction, or presents constraints that would make new construction on the site infeasible or inadvisable
- Recommendations for phasing of environmental remediation relative to construction timelines

Deliverables for Section 2.2:

- Capacity and utilization report with building-by-building summaries and data tables
- Site feasibility matrix summarizing findings for all seven (7) school sites, including suitability for simultaneous construction and swing-space-free transition
- Environmental/hazmat assessment summary report for all sites with findings, risk ratings, and recommended next steps
- Integrated recommendations narrative addressing how site conditions, land availability, and environmental factors should inform the Town's decisions about renovation vs. new construction

- Presentation of findings to Town leadership, the Board of Education, Public Building Commission and the public as requested

2.3 Facilities Condition Assessment (FCA)

The Facilities Condition Assessment is the physical cornerstone of Windsor’s planning process. This study must document not only the current condition of all seven (7) school buildings, but also assess their long-term viability and capacity — through renovation or replacement — to meet the standards of a modern, 21st century educational facility. Findings from the FCA must be directly integrated with the enrollment projections and capacity analysis to produce actionable recommendations.

Physical Condition Assessment:

- Conduct on-site inspections of all seven (7) WPS school buildings, led by licensed architects and engineers with demonstrated experience in educational facilities
- Confer with School and Town facility managers to review and incorporate data on recently completed capital projects across the district
- Assess all major building systems and components, including:
 - Structural systems and foundations
 - Building envelope: roofing, windows, exterior walls, and waterproofing
 - Mechanical systems: HVAC, ventilation, and building automation controls
 - Electrical systems: power distribution, lighting, emergency power, and fire alarm
 - Plumbing: domestic water, sanitary, and fire suppression systems
 - Technology infrastructure: data cabling, wireless coverage, and AV systems
 - Site and civil: parking, drainage, accessibility, and utilities
- Document all physical deficiencies with photographic evidence and location identification
- Identify all code-related concerns including ADA/accessibility compliance gaps, life safety and fire code deficiencies, indoor air quality concerns, and hazardous materials per available records
- Assign a Facility Condition Index (FCI) to each building to enable objective, side-by-side comparison
- Prioritize deficiencies by urgency: Immediate (0–1 yr), Short-Term (1–3 yrs), Long-Term (3–10+ yrs)
- Provide order-of-magnitude cost estimates for remediation of all identified deficiencies

21st Century Learning Suitability Evaluation:

Drawing from current research and internationally recognized standards for modern school design, the consultant shall evaluate each building’s architectural suitability for transformation into a 21st century learning environment. This evaluation shall be grounded in documented best practices from high-performing educational systems and shall specifically assess:

- Flexibility and adaptability of existing classroom and instructional spaces for multi-modal learning configurations
- Structural feasibility of creating open-plan or semi-open learning neighborhoods through wall removal, reconfiguration, or addition
- Availability and quality of natural light, acoustic performance, and spatial proportions as they relate to student well-being and learning outcomes
- Capacity to incorporate dedicated 21st century program spaces including:
 - Maker spaces, innovation labs, and STEM/STEAM studios
 - Flexible collaborative learning zones and breakout studios

- Media production and digital literacy centers
- Social-emotional learning (SEL) spaces and student wellness areas
- Indoor-outdoor learning connections and biophilic design elements
- Technology infrastructure readiness for modern and emerging pedagogical tools including high-density wireless, interactive display systems, and digital fabrication equipment
- Overall building layout, circulation, and spatial organization as they support student-centered, inquiry-driven learning models
- Alignment of existing building scale and configuration with research-supported school size guidelines (e.g., smaller school-within-a-school models shown to improve outcomes in large building contexts)

Renovation vs. Replacement Assessment — Per Building:

For each of the seven (7) school buildings, the consultant shall provide a professional determination, supported by data from the physical condition and 21st century suitability assessments, recommending one of the following pathways:

- Pathway A: As-Is with Targeted Repairs — Building is in adequate condition and sufficiently aligned with 21st century learning needs with targeted systems repairs and upgrades only
- Pathway B: Moderate Renovation — Building requires systems replacement and limited educational space improvements to extend useful life and partially address 21st century learning needs
- Pathway C: Comprehensive Renovation — Building requires deep renovation of systems, layout, and educational spaces to fully achieve 21st century learning standards; cost-benefit analysis relative to new construction must be provided
- Pathway D: Replacement / New Construction — Building is determined to be the most educationally and fiscally sound option for replacement; existing structure should be decommissioned and replaced with a purpose-built 21st century facility

Where Pathway D (new construction) is recommended for one or more buildings, the consultant shall integrate findings with the site feasibility and land study analysis from Section 2.2 to advise on whether simultaneous construction and direct student transition is feasible at that location.

Deliverables for Section 2.3 — New Construction Options (if recommended):

In the event that the FCA, site feasibility analysis, and capacity study collectively support new construction as the optimal path for one or more WPS school buildings, proposers shall include in their deliverables a New Construction Options Report presenting three distinct scenarios for the Town’s consideration. These options shall each be developed with sufficient detail to allow for informed comparison and community engagement:

OPTION 1: Phased New Construction on Existing Sites

Build new on or adjacent to current school sites; students transition directly from old building to new without temporary housing

- Site-by-site analysis of feasibility based on land study and hazmat findings
- Proposed construction phasing sequence for each affected school
- Estimated timeline from groundbreaking through student occupancy

- Identification of any site constraints or environmental remediation required prior to construction
- Preliminary order-of-magnitude cost range for each school
- Assessment of operational impacts during construction (traffic, noise, access)

OPTION 2: Consolidated New Construction on New or Acquired Sites

Construct new schools on newly identified or acquired sites in Windsor, potentially consolidating grade configurations

- Identification of potential alternative sites in Windsor suitable for new school construction
- Analysis of how grade-level consolidation or school reconfiguration might optimize building count and size
- Assessment of transportation, equity, and community access implications of any consolidation
- Enrollment projections (including re-capture scenario) applied to proposed new school configurations
- Preliminary order-of-magnitude cost range including land acquisition if applicable
- Estimated timeline from site identification through student occupancy

OPTION 3: Hybrid Approach: Selective New Construction Combined with Renovation

Construct new buildings for schools where replacement is clearly warranted; renovate buildings where conditions support a cost-effective path to 21st century standards

- Building-by-building rationale for which schools are recommended for new construction vs. renovation
- Proposed sequencing of construction and renovation projects to minimize disruption
- Strategy for managing student populations during transition, including use of completed new buildings to absorb students from remaining construction sites
- Integrated cost comparison of hybrid approach vs. full replacement and full renovation
- Preliminary order-of-magnitude cost range for the full hybrid program
- Estimated timeline for full program completion

Each option shall include a comparative summary table covering estimated total cost, construction timeline, educational outcome potential, community disruption level, and alignment with 21st century learning goals. The consultant shall not advocate for a specific option but shall provide the Town with clear, objective analysis sufficient to support an informed decision. Presentation of findings and options to Town leadership, the Board of Education, Public Building Commission and the public as requested

3. Proposal Requirements

Proposals shall be submitted in a clear, organized format and shall include all of the following. Incomplete proposals may be disqualified.

3.1 Cover Letter

A signed cover letter on firm letterhead identifying the firm(s), the scope(s) being proposed, a brief statement of interest and qualifications, and the name and contact information of the primary point of contact.

3.2 Firm Qualifications and Relevant Experience

- Description of the firm's background, organizational structure, and areas of expertise
- Demonstrated experience conducting similar studies for Connecticut public school districts
- A minimum of three (3) comparable completed projects, each including: client/district name, description of services, year completed, current status of any resulting plan, and a client reference with contact information
- Experience with 21st century learning environment evaluation, international school design benchmarking, site feasibility analysis, or environmental assessment should be highlighted

3.3 Project Team

- Identification of the project manager and all key personnel, including licensure and certifications
- Resumes or qualification summaries for all key team members
- Identification of sub-consultants, their scope, and qualifications
- Identification of the day-to-day Town point of contact

3.4 Project Approach and Methodology

- Detailed methodology for completing the assigned scope(s) of work
- Description of how the firm will conduct the private/magnet enrollment re-capture analysis
- Description of the firm's approach to the land study, site feasibility analysis, and Phase I/II ESA coordination
- Description of how the firm will evaluate buildings against 21st century learning environment standards, including reference to specific research frameworks or international benchmarks the firm uses
- Explanation of how findings across all three study areas will be integrated to produce renovation vs. replacement recommendations
- Description of how the new construction options report will be structured and presented to non-technical audiences
- Proposed project schedule with milestones, deliverable dates, and Town touchpoints
- Approach to stakeholder engagement including public presentations

3.5 Fee Proposal

- Itemized fee proposal for all proposed scope(s) of work
- Breakdown of costs by task and phase
- Identification of any services, travel, or reimbursable expenses not included in the base fee
- Hourly rates for all personnel classifications for any additional services

- Where proposing on multiple scopes: provide both an integrated bundled fee and individual fees per scope

4. Evaluation Criteria

Proposals will be reviewed and scored by a Town evaluation committee using the following criteria:

| Evaluation Criteria | Weight |
|---|--------|
| Qualifications and experience of the firm and project team | 20% |
| Demonstrated experience with Connecticut public school districts | 15% |
| Quality and specificity of proposed methodology | 15% |
| Approach to 21st century learning evaluation and international benchmarking | 15% |
| Approach to site feasibility, land study, and environmental assessment | 10% |
| Approach to private/magnet re-capture enrollment modeling | 10% |
| Fee proposal and cost reasonableness | 10% |
| Quality of proposed deliverables, options reporting, and stakeholder engagement | 5% |

The Town reserves the right to conduct interviews with shortlisted firms prior to final award. Interview performance will be incorporated into the final evaluation score.

5. Submission Instructions

Proposal Deadline: August 6, 2026 by 2:00pm EST

Format: One (1) PDF copy submitted electronically

Submit To: nhady@windsorct.org

Questions Deadline: July 16, 2026 — Questions must be submitted in writing

Questions Submitted To:nhady@windsorct.org

Responses to written questions will be issued by addendum and distributed to all known proposers. Verbal responses to questions are not binding. It is the responsibility of each proposer to ensure their proposal is received by the stated deadline. Late submissions will not be accepted.

6. General Terms and Conditions

- This RFP does not constitute a contract or commitment by the Town of Windsor to award a contract or to pay any costs incurred in the preparation of a proposal.
- The Town reserves the right to reject any or all proposals, to waive technical deficiencies, and to accept the proposal deemed most advantageous to the Town in its sole discretion.
- The Town reserves the right to cancel this RFP at any time without obligation or liability.
- All costs incurred in preparing and submitting proposals are the sole responsibility of the proposer.
- Proposals shall remain valid for a minimum of ninety (90) days from the submission deadline.
- The selected consultant(s) will be required to execute the Town's standard professional services agreement and provide certificates of insurance meeting the Town's requirements prior to commencement of work.
- Proposers must disclose any actual or potential conflicts of interest in their proposals.
- This procurement is subject to all applicable federal, state, and local laws and regulations governing public procurement in the State of Connecticut.

7. Insurance Requirements

After being awarded but prior to starting work, the selected consultant will furnish certificates of insurance, including cyber, commercial general liability, auto, professional liability, umbrella liability, and worker's compensation insurance in the following amounts:

- Cyber-liability insurance with at least a \$1,000,000 per occurrence and \$1,000,000 aggregate limit.
- Commercial general liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.
- Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.
- Worker's compensation insurance in the required amount as applies to the State of Connecticut and employers liability insurance as follows:
 - Bodily Injury by Accident - \$1,000,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee
- Commercial umbrella liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.
- Professional liability insurance with a combined single limit of \$1,000,000 per occurrence; \$1,000,000 aggregate for bodily injury and property damage.
- Each policy shall include the Town of Windsor as additional insured, and a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty (30) days' notice to the Town of Windsor in the event of a cancellation or change in conditions or amounts of coverage. The commercial general Liability, automobile, and umbrella liability shall name the Town of Windsor as an additional insured.

- Certificates of insurance, acceptable to the Town of Windsor shall be delivered to the Town of Windsor prior to the commencement of the work and kept in force throughout the term hereof. The above insurance requirements shall also apply to all subcontractors and the contractor shall not allow any subcontractors to commence work until the subcontractors insurance has been so obtained and approved.

8. Contact Information

All inquiries regarding this RFP must be submitted in writing to:

Dr. Noha Abdel-Hady

Windsor Public Schools Superintendent

601 Mantianuck Ave

Windsor, CT 06074

Phone: 860-687-2000 Ext: 1230 or 1236

Fax: 860-687-6977

Email: nhady@windsorct.org

The Town of Windsor and Windsor Public Schools are Affirmative Action/Equal Opportunity Employers. Small/Minority/Women's Business Enterprises are encouraged to respond to this request for proposals.

Please do not contact Windsor Public Schools administration or school building staff directly regarding this RFP.

**AGREEMENT
TOWN OF WINDSOR
Educational Facilities Studies
DRAFT SAMPLE**

THIS AGREEMENT entered into on the _____ day of _____, 2026, by and between the TOWN OF WINDSOR and {CONSULTANT}, a company organized and existing under the laws of the STATE OF CONNECTICUT, having an office and place of business in the {City/Town} of {Name of City/Town}, State of {Connecticut} (hereinafter referred to as CONSULTANT).

WITNESSETH:

WHEREAS, the TOWN OF WINDSOR is requesting educational facilities studies, enrollment projections, capacity & utilization analyses and facilities condition assessments; and

WHEREAS the CONSULTANT represents that it is fully qualified in the State of Connecticut to provide said services and all other services called for herein; and

WHEREAS, the parties now desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW THEREFORE:

In consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. STATEMENT OF WORK

The CONSULTANT shall provide services as mentioned herein for the Town of Windsor, CT.

The CONSULTANT shall have sufficient staff to assure prompt delivery of services and completion of assigned tasks. The CONSULTANT will assign staff with the necessary qualifications, certifications, or licensing as deemed necessary by the State of Connecticut to be responsible for the services.

All work will be performed in accordance with all applicable local, state and federal laws.

The scope of services is further defined in the Request for Qualification, prepared by the TOWN OF WINDSOR, dated {date}, Exhibit A, and CONSULTANT'S proposal dated {date}, Exhibit B.

The agreed-to compensation for this work shall be negotiated for each project and shall include fees for professional services and direct costs.

The CONSULTANT shall perform the work in conformance with the Term of the Contract in Exhibit A.

All such services shall be performed in accordance with the terms of this Agreement. The above shall hereinafter be referred to as the "Services".

ARTICLE 2. WARRANTY

All Services provided for herein shall be performed with that degree of care and skill ordinarily practiced under similar circumstances by professionals providing similar services in the State of Connecticut. To the extent that the TOWN OF WINDSOR requires it, and without cost to the TOWN OF WINDSOR, any defective Services which are a result of negligence or bad faith shall be corrected to the satisfaction of the TOWN OF WINDSOR.

ARTICLE 3. COMPENSATION

The TOWN OF WINDSOR agrees to pay the negotiated cost for the work, including fees for professional services and direct costs, as agreed upon for each project, in full payment for services to be rendered by the CONSULTANT to the TOWN OF WINDSOR under this Agreement. The TOWN OF WINDSOR reserves the right to request substantiating information on any bill submitted. All invoices involving personnel charges will be certified as follows:

"I (name) _____, (title) _____ duly authorized by (CONSULTANT) _____, do hereby certify that during the period covered by this invoice, all personnel, services and billing items identified relate solely to this project and accurately reflect the hours worked or services rendered".

(Signature) Name Date

The TOWN OF WINDSOR will, within 15 days after receipt of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the CONSULTANT, in writing, the reason for refusing to approve said invoice. In the latter case, the CONSULTANT will make the necessary corrections and resubmit the invoice. The TOWN OF WINDSOR will, within 30 days of an approved invoice, pay the amount to the CONSULTANT provided that the CONSULTANT shall have furnished the TOWN OF WINDSOR with a release of any and all claims for payment against the TOWN OF WINDSOR, its officers and employees, arising under or by virtue of this Agreement.

ARTICLE 4. CHANGES

Any time during the performance of the Services herein, the TOWN OF WINDSOR shall have the right, by written order, to make changes in, omissions from, or require additions to the Services, hereinafter collectively referred to as "Changes". In the event that such Changes require additional services by the CONSULTANT, to the extent practicable, the CONSULTANT and the TOWN OF WINDSOR shall first agree upon the compensation to be paid to effect said Changes. If not practicable to first agree upon the compensation to be paid, then upon completion of Services herein, CONSULTANT shall be entitled to present to the TOWN OF WINDSOR, and the TOWN OF WINDSOR shall consider, a claim for an equitable increase in compensation for Services rendered because of such Changes. Such claim shall be supported by such data and information as the TOWN OF WINDSOR may require. Any such claim by CONSULTANT for an equitable increase in compensation shall be promptly made in accordance herewith, and in any event not later than thirty (30) days after the completion of the Services. The acceptance by CONSULTANT of final payment hereunder shall be held to be a waiver and release of any and all claims against TOWN OF WINDSOR under or by virtue of this Agreement. Upon such final payment, the TOWN OF WINDSOR shall be furnished with a full release from CONSULTANT.

ARTICLE 5. STATUS OF PARTIES

The relationship of CONSULTANT to the TOWN OF WINDSOR shall be that of an independent contractor, and nothing herein shall be construed as creating any other relationship.

ARTICLE 6. INSURANCE

CONSULTANT agrees to secure and protect itself and shall secure and indemnify the TOWN OF WINDSOR directors, officers and employees from any liability, claim of liability, expense, cause of action, loss or damage whatsoever for any injury including death to any person or property in the performance of this Agreement directly resulting from the negligence of CONSULTANT. CONSULTANT agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to the TOWN OF WINDSOR covering all Services to be performed under this Agreement:

After executing this Agreement, but prior to starting the Services, the CONSULTANT shall furnish Certificates of Insurance, including Automobile, Commercial General Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

1. Commercial General Liability Insurance:

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

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

2. Commercial Automobile Liability Insurance

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

3. Worker's Compensation Insurance

The CONSULTANT shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

- Bodily Injury by Accident - \$1,000,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

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

5. Cyber-Liability Insurance

The CONSULTANT shall provide cyber-liability insurance with a combined single limit of \$1,000,000 per occurrence and \$1,000,000 aggregate limit.

6. Professional Liability Insurance

The CONSULTANT shall provide professional liability insurance with a combined single limit of at least a \$1,000,000 per occurrence and \$1,000,000 aggregate limit.

Each Policy of Insurance shall include a waiver of subrogation in favor of the TOWN OF WINDSOR and shall provide no less than thirty (30) days' notice to the TOWN OF WINDSOR in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the TOWN OF WINDSOR as an additional insured.

Certificates of Insurance, acceptable to the TOWN OF WINDSOR shall be delivered to the TOWN OF WINDSOR prior to the commencement of the Services and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the CONSULTANT shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

ARTICLE 7. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the TOWN OF WINDSOR and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees resulting from the negligent performance of the work.

ARTICLE 8. SUBCONTRACTORS

Should the CONSULTANT elect to use Subcontractors for work associated with executing the Services, the CONSULTANT shall present to the TOWN OF WINDSOR the name of the Subcontractor(s), the work the Subcontractor is expected to perform, and submit copies of the Subcontractor's insurance which shall conform to those insurance requirements outlined above. The TOWN OF WINDSOR reserves the right to reject a Subcontractor submitted for approval. The CONSULTANT will be fully responsible for all acts and omissions of Subcontractors or persons directly or indirectly employed by them, and of persons whose acts, any of them, may be liable to the same extent that he is responsible for acts and omissions directly employed by him. Nothing in terms of the Agreement shall constitute any contractual relationship between any Subcontractor and the TOWN OF WINDSOR, or any obligation on the part of the TOWN OF WINDSOR, to pay or to see to the payment of any moneys due to any Subcontractor, except as may otherwise be required by law. The CONSULTANT agrees to specifically bind every Subcontractor to all applicable terms and conditions of this document and the Agreement. Every Subcontractor, by undertaking to perform any of the work, will thereby automatically be deemed to be bound by such terms and conditions.

ARTICLE 9. RIGHT OF ENTRY

The WINDSOR SCHOOL DISTRICT AND TOWN OF WINDSOR will grant to the CONSULTANT, its Agents, Employees, Contractors, and Subcontractors, the right to enter onto land the TOWN OF WINDSOR owns or has easements or other rights to for the purpose of performing all acts, studies, research, and other explorations required by the Agreement.

ARTICLE 11. SAFETY AND PROTECTION EMERGENCIES

The CONSULTANT will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work outlined. All necessary precautions for safety of and protection to prevent damage, injury or loss to all employees and other persons

who may be affected by the work the CONSULTANT is performing. The CONSULTANT will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It is not expected that the use of explosives or other hazardous material will be necessary in the prosecution of the work. Any use of such material shall be requested in advance, in writing, and shall be done in accordance with all applicable rules governing such material use.

ARTICLE 12. TERMINATION

The TOWN OF WINDSOR may at any time for its convenience and at its option, after giving CONSULTANT a two (2) day written notice, terminate this Agreement and the performance of the Services called for herein in which event the TOWN OF WINDSOR agrees to pay CONSULTANT a sum for such portion of the Services as CONSULTANT shall have performed up to the time of such terminations, as determined in accordance with Article III herein.

ARTICLE 13. MEDIATION

Consistent with the spirit and cooperation with which the parties are entering into this Agreement, the parties establish the following procedure to encourage the resolution of any differences that may arise:

- (a) Mediation.** All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third-party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to a judicial process.

(b) Equitable Relief. Nothing herein shall prevent either party from obtaining a court order enforcing the mediation arbitration process and such other temporary or equitable relief until such time that the dispute is settled or there is an arbitration award.

ARTICLE 14. SPECIAL PROVISIONS

CONSULTANT agrees to comply with all Equal Employment Opportunity state and federal regulations and laws as may be applicable to the CONSULTANT and will do nothing to cause the TOWN OF WINDSOR to come into violation of said regulations and laws and order.

ARTICLE 15. COMPLIANCE WITH THE TOWN OF WINDSOR CODE OF ETHICS

No former town employee in administrative pay grade 3 or above and no former board of education employee in a cabinet level position or above shall work for a private firm who has a contract with the town any time within six months after terminating service with the town. If this occurs, the vendor could be subject to penalties up to and including contract termination. (Chapter 2, Article IV, Section 11. Sec. 2-30.)

ARTICLE 16. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the TOWN OF WINDSOR and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the TOWN OF WINDSOR and CONSULTANT.

ARTICLE 17. DOCUMENTS

Ownership of all documents prepared under the terms of this Agreement shall be with TOWN OF WINDSOR.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

TOWN OF WINDSOR

{CONSULTANT}

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT A

EXHIBIT B