

**TOWN OF NEW MILFORD  
REQUEST FOR QUALIFICATIONS  
(RFQ) TO PROVIDE:**

---

**Consultant Services to develop design alternatives,  
construction plans, specifications and provide inspection  
services for the Town of New Milford Bike and Trail System**

**Issued by: The Town of New Milford Bike and Trail  
Committee**

**Contents**

Introduction..... 2

I. GENERAL PROJECT DESCRIPTION AND DELIVERABLES ..... 3

II. ESTIMATED PROJECT SCHEDULE..... 6

III. RULES GOVERNING QUALIFICATIONS..... 7

    A. SPECIAL BID REQUIREMENTS..... 7

    B. GENERAL BIDDING PARAMETERS ..... 8

    C. BASIS OF AWARD ..... 10

        ATTACHMENT A ..... 11

# Town of New Milford Bike and Trails Committee

---

## Introduction

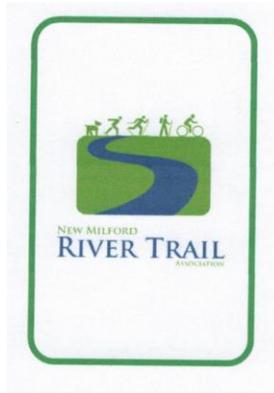
The Town of New Milford Bike and Trail Committee is soliciting qualifications from qualified professional service firms to study, involve public participation, design, provide bid documents and inspect construction for the Bike and Trail System in New Milford, Connecticut.

This work is generally scoped in the following documents:

- **The New Milford River Trail Feasibility Report: *Phase ii, Boardman Bridge to Helen Marx Park***
- **New Milford Riverwalk at Young's Field**
- **Central New Milford Pedestrian Loop Concept Plan**
- **Still River Greenway Report: *Characterization of existing Greenway and feasibility study for its extension into Brookfield & New Milford***
- **Town of New Milford 2010 Plan of Conservation Development**
- **Town of New Milford Downtown Transportation Plan**

The consultant shall also provide a similar feasibility study for the following corridor: West Street to Still River Drive and Still River Drive to the Brookfield Town Line.

The qualifications shall demonstrate an innovative and thoughtful approach to provide the community with a state level multiuse trail system for our Town and region.



The limits of construction are eight miles of Bike and Trail from Sega Meadows Park to the Brookfield Town Line. The existing facilities are known as the New Milford River Trail, Western New England Greenway and AASHTO Bike Route 7. The new facilities will support a community of 28,000 residents, visitors and could span a variety of properties over 64 square miles of Town. We expect the facilities to provide performance for years, minimal maintenance and allow for future replacement in a cost effective manner.

# Town of New Milford Bike and Trails Committee

---

## I. GENERAL PROJECT DESCRIPTION AND DELIVERABLES

### A. PROJECT DESCRIPTION:

The Town of New Milford is seeking qualifications for planning, design and construction of a multiuse trail in several segments to support the existing New Milford River Trail

In general the services sought under this request entail:

- The investigation and familiarization with previous feasibility study, design plans and as built conditions
- The development of detailed plans, specifications and bid documents for the priority segment and route as determined by the Committee and public informational meeting.
- Acquisition of all applicable easements and permits.
- Proper oversight and reporting to the Town as may be appropriate of the reconstruction, construction, and other activities. To insure the most cost effective and quality products and methods are utilized.

Please refer to *Section I B. Project Deliverables* for a more detailed description of the requirements and expectations for this project.

At this time, the Town of New Milford is seeking *Qualifications Statements* from prospective interested consultants with qualified staff, as required; to perform the services listed in Part B of this document.

Qualification submittals should describe in detail:

- Overview of Firm's qualifications and general firm information.
- Any appropriate and relevant experience your Firm has with projects of a similar nature.
- The consultant shall supply a minimum of three references for completed projects of a similar size and scope to this project. The references must include contact name, company name, brief description of the project, telephone number and date that the work was performed.
- Your Firm's ability to provide and perform the required services within the timeframe specified.
- The project teams qualifications and experience and their assigned and/or expected responsibilities on this project – please include resumes for all project team members.
- Your Firm's awareness of the project issues, scope and constraints.
- The Firm's number of years in business and number of employees with breakdown of various disciplines.

# Town of New Milford Bike and Trails Committee

---

## **B. PROJECT DELIVERABLES:**

The following major tasks and sub-tasks must be included in a proposed scope of services. Each task and/or group of tasks shall be listed and priced in a table format. Additional services may be necessary and the consultant may include supplemental services and costs that may be selected, should the need arise, to complete our project.

It is anticipated that the scope of services will include, but not be limited to:

### **1. Investigation and Review**

The Town of New Milford and/or their consultant has conducted a feasibility study. The Department will make all of this information available for review by the selected consultant(s) at our office located at 10 Main Street.

Investigation and Review Services will consist of at least the following:

- Site visits to verify existing conditions
- Attendance at coordination meeting with Town officials.
- Review of available existing documents, plans, data, and/or files.

### **2. Design Services**

Preliminary design services will consist of at least the following:

- Conduct a feasibility study of the Bridge Street to Still River Drive portion of the New Milford River Trail.
- Conduct a feasibility study of the Still River Drive to Brookfield Town Line with a rail trail option and an option utilizing a route adjacent to the Still River.
- Meet with Committee to discuss segment priorities for public informational session
- Conduct a public informational meeting to get input on Committee segment priorities
- Evaluate various construction alternatives to minimize project costs
- Conduct a public informational meeting to review segment routes.
- Assist the town in submitting an application to be recognized as a “Bicycle Friendly Community” by the League of American Bicyclists.

### **3. Preliminary Design**

Preliminary Design Services will consist of at least the following:

- Conduct a topographic survey as needed of the endorsed route, and alternatives.
- Prepare preliminary plans and specifications for Committee approval.
- Prepare construction plans, specification and bidding documents in accordance with all Town, State, and Federal requirements
- Prepare and submit all appropriate and required documents for review and approval
- Provide coordination with appropriate and relevant Town, State and Federal agencies and obtain necessary approvals
- Conduct survey mapping for required easements and provide support to obtain and file easements for construction, or suggest alternative routes if necessary.

### **4. Permits**

It is anticipated that the following agencies will/may have oversight of the project and that permits and approvals will be required from them for the construction and work required.

- Town of New Milford Inland Wetlands and Watercourses Commission
- Town of New Milford Zoning Commission and Planning 8-24 referral
- Town of New Milford Building Department(as needed)
- Connecticut Department of Energy and Environmental Protection(DEEP)
- Army Corp of Engineers(ACOE)

## Town of New Milford Bike and Trails Committee

---

- Connecticut Department of Transportation
- Housatonic Railroad
- The consultant is responsible for determining applicable permits for this project and for the preparation and submission of relevant and necessary permits on behalf of the Town of New Milford.

### **5. Final Design, Bidding and Award**

Based upon the approval of the preliminary design, final detailed drawings, specifications and contract documents will be prepared for public bidding. Final design will generally include the following:

- A detailed cost estimate with item quantities and unit costs.
- Attendance at various meetings as may be required for presentation of the final design.
- Preparation of a complete set of bid documents, including, but not limited to instructions to bidders, general and supplemental conditions, technical specifications, list of all submittals, and quantity estimates, as necessary for bidding and award of the construction contract.
- Provide bidding assistance to the Town, answer contractor questions, and prepare bid addenda, if necessary.
- Assist the committee in evaluating construction bids, and recommend award of contract
- Prepare construction contractor contract in accordance with all Town, State, and Federal requirements.
- Following completion of design, the design consultant will provide the Town with the contract drawings and the contract bid documents saved electronically in a format(s) as determined by the Owner.
- The Town will retain ownership of the design with right to use on future projects.

### **6. Construction Administration Services**

Following successful bidding and contract negotiation, the selected consultant will provide construction inspection and administration services, which will generally include, but not necessarily be limited to:

- Perform required testing for health, safety and compliance issues, as needed
- Attend all regular project meetings onsite with the Contractor, the Town, and any other agencies. Also includes preparation and distribution of an outline agenda and meeting minutes to attendees.
- Interfacing with and coordinating project issues and questions with the Contractor, all agencies and utilities, and Town officials.
- May provide an inspector to be onsite during all construction activities to insure proper techniques and specifications are being followed.
- The selected consultant shall provide administrative services and may provide construction inspection services.

## Town of New Milford Bike and Trails Committee

---

### II. ESTIMATED PROJECT SCHEDULE

#### ACTION / TASK DATE DUE

<b>Name</b>	<b>Start</b>	<b>Finish</b>
Receive Qualification Statements from Consultants	10/7/2016	10/21/2016
Selection Committee short lists firms to max of 5	10/21/2016	11/09/2016
Request Cost Qualifications from Short Listed Firms	11/09/2016	11/23/2016
Receive Proposals from Short Listed Firms	11/23/2016	11/23/2016
Selection Committee Meeting Evaluate Proposals & Select Firm	12/07/2016	12/07/2016
Issue Notice to Proceed with Design	12/21/2016	12/21/2016
Conduct Public Informational Meetings	01/04/2017	01/18/2017
Submit Preliminary Design Information and Cost Estimate	01/31/2016	01/31/2017
Conduct Public Informational Meetings 2/5 (Th), 2/13 (F)	02/5/2017	02/13/2017
Apply for necessary Town/State/Federal Permits (Planning, IWC, Zoning, etc.)	03/1/2017	03/1/2017
Issue Bid for Construction of New Milford River Trail Phase 1	04/12/2017	04/12/2017
Receive Bid	05/10/2017	05/10/2017
Review Bids	05/24/2017	05/24/2017
Request funds from Town Council/Town Meeting and BOF	06/07/2017	06/07/2017
Award bid	06/21/2017	06/21/2017
Town Meeting	07/19/2017	07/19/2017
Begin Construction	09/01/2017	05/01/2018
Perform Project close-out by committee and consultant	06/01/2018	12/31/2018

# Town of New Milford Bike and Trails Committee

---

## III. RULES GOVERNING PROPOSAL

### A. SPECIAL BID REQUIREMENTS

#### 1. ADDRESS AND DELIVER PROPOSALS TO:

Bike and Trails Committee  
Attention: Purchasing Authority  
Town of New Milford  
10 Main St.  
New Milford, CT 06776

#### 2. DATE /TIME DUE:

Monday October 21, 2016 by 3:00 pm

#### 3. DURATION OF OFFER

Proposals must be valid for ninety days.

#### 4. LATE PROPOSALS

Proposals or unsolicited amendments to proposals arriving after the date/time due may be rejected as not meeting the mandatory requirements of this RFQ/RFP.

#### 5. FORMAT AND NUMBER OF COPIES

Proposals must be arranged so as to be directly and organizationally responsive to this RFQ. **The format of the response shall conform to the format of this document.**

To facilitate this requirement, copies of this RFQ/RFP are available in Microsoft Word. Further, page size shall be 8-1/2" x 11" and the entire proposal, including all associated literature, must be presented in a single binder. A minimum of (5) five copies of each proposal is required. One copy shall be assembled such that it can be copied readily. It would be appreciated, though not mandatory, if the consultant could also supply the RFQ/RFP response on CD in the following format: *Microsoft Word, Acrobat (pdf)*.

#### 6. REVIEW RIGHTS

Proposals submitted may be reviewed and evaluated by any person(s) considered necessary to the decision making process at the discretion of The Town of New Milford.

#### 7. CONSULTANT'S PROPOSAL PREPARATION COSTS

Costs for developing proposals are entirely the responsibility of the bidder and will under no circumstances be transferred to The Town of New Milford or any other affiliated organization.

# Town of New Milford Bike and Trails Committee

---

## **8. PUBLIC RELEASE OF INFORMATION**

News releases, articles, brochures, advertisements, prepared speeches, and other information releases concerning this RFQ/RFP, or any subsequent contract or activity related thereto, may not be made without the prior written approval of The Town of New Milford.

## **9. CONTACTS FOR INFORMATION**

All inquiries concerning this RFQ/RFP should be directed to:

**Bike and Trails Committee**  
**Attention Purchasing Authority**  
**The Town of New Milford**  
**New Milford, CT 06776**  
**860-355-6060**

**Emails should be directed to:** Town Engineer Daniel Stanton ([dstanton@newmilford.org](mailto:dstanton@newmilford.org))

## **10. SPECIAL NOTE**

Each responding consultant is advised to read and respond to this RFQ/RFP carefully. Your response and submittal shall be considered your opportunity to describe your firm's methods, techniques, process, and plan to fulfill the project requirements. While pricing of each item will eventually be considered in the award of this contract so will responses that fully explain solutions and innovative techniques to successfully accomplish the tasks as described. Any and all exceptions to an item in this specification **MUST** be duly noted and explained in the response. Failure to make exception to any item shall be considered as both the ability and the intention to fully comply with that item at the quoted price.

## **B. GENERAL BIDDING PARAMETERS**

### **1. CONTINGENCIES**

Consultants, before submitting their proposals, should make a careful examination of the scope of the work to be done and of the difficulties involved in its proper execution; to include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the delivery of the proposed final design and specifications package, notwithstanding that every item or contingency is not specifically mentioned herein.

### **2. INSURANCE**

The selected consultant shall furnish certificates of insurance covering Workman's Compensation and Liability insurance and hold The Town of New Milford harmless against any or all claims. The Consultant shall secure, pay for and maintain such insurance as will protect it from claims under Workers' Compensation Acts, claims for damages because of bodily injury, including but not limited to claims for personal injury, sickness or disease or death of any person as a result of the nature of its work under the terms

## Town of New Milford Bike and Trails Committee

---

of the Agreement between the parties, and from all claims for damages because of injury to or of destruction of property, including but not limited to loss of use resulting there from which may arise out of any of the services provided pursuant to the Agreement between the parties.

The Contractor agrees, upon the signing of the Agreement between the parties, to supply to the Town's Finance Director, or his designee, with the following:

- A. **A certificate of insurance** evidencing Workers' Compensation insurance as required by State law.
- B. **The endorsement of the consultant's general liability insurance policy** in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, naming the Town's of New Milford, its officers, agents, and employees as an additional insured.
- C. **A certificate of insurance evidencing the consultant's professional liability insurance policy** in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.
- D. **A error and omissions protection shall be provided.**

If any insurance required herein is to be issued or renewed on a claims made" form as opposed to an "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Agreement between the parties and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least sixty (60) months. The insurance requirements of this Agreement are an integral element of the Agreement. Any defect in the insurance required in the Agreement may result in termination of this Agreement, at the sole option of the Town.

The insurance requirements set forth in this paragraph must be approved by the Finance Director of the Town of New Milford. All certificates of insurance shall contain the following clause: "Thirty (30) days written notice of cancellation or changes shall be given to the Town of New Milford, attention Finance Director, Town Hall, 10 Main St., New Milford, CT 06776 before any cancellation or deduction in coverage of this policy shall be effective".

### 3. INDEMNIFICATION

The consultant hereby agrees to exonerate, save and indemnify and hold harmless The Town of New Milford, their employees and agents, from and against, any and all claims, actions, suits, proceedings and in each case whether civil, criminal, investigative or administrative, liabilities, losses, costs, expenses (including but not limited to attorneys' fees and court cost), judgments, penalties, damages or any other demands of any nature whatsoever and no matter how designated arising from any and all accidents, injuries (including death), loss of or damages to persons or property if either:

( a ) occasioned, in whole or in part, by the consultant, their agents or employees;

OR

( b ) arising out of or resulting in any manner from or occurring in connection with accidents, injuries (including death) or damages to the consultant, their agents, employees or invitees occurring in any way and whether in whole or in part in connection with consultant's performance hereunder and whether or not on the premises of The Town of New Milford.

The foregoing exoneration, indemnity and hold harmless agreement shall bind contractor whether any such accident, injury or damage is occasioned, in whole or in part, by State of CT or The Town of New Milford, their employees or agents and whether or not due to the negligence

## **Town of New Milford Bike and Trails Committee**

---

(including gross negligence), and whether such negligence is denominated as active or passive or otherwise, of The State of CT or The Town of New Milford, their employees or agents or any other person or persons, and the said contractor will defend it their own expense any and all suits that may be brought against The State of CT or The Town of New Milford, their employees and/or agents on account of any such accident, injury or damage and will make good to, and reimburse The State of CT and/or The Town of New Milford, their employees and/or agents for any expenditures that they may make by reason of such accident, injury or damage.

### **4. PERMITS and CODES**

The selected consultant will comply with all laws, codes, rules and regulations of the Federal Government, State, County and Town applicable to the work to be performed at The Town of New Milford premise. Any permits lawfully required shall be obtained by the consultant, who shall pay all lawful charges.

### **5. PRICE**

*It is NOT necessary to submit pricing with your proposal at this time.* If your firm is short listed you will then be required to submit your cost proposal for the scope of work presented in this document. The price quoted at that time shall include all contingencies, including but not limited to profit, BFO, administrative fees, direct costs, etc. to complete the project as described in this document. Cost proposal shall also include hourly schedules for consulting firm.

### **6. STAFFING**

Each proposal shall indicate the company's capability for staffing this project. The Proposals shall identify and provide resumes of the consultant's project manager and key project team members, and for additional members that may be involved in the project in the event of staff availability. The Proposals shall identify who is directly responsible for project management.

## **C. BASIS OF AWARD**

### **1. SHORT LISTING**

Firms will be selected considering the following criteria:

- Firm overall qualifications and experience
- Firm experience with Planning, Bike and Trail Design
- Firm experience with Municipal Permitting and Municipal Finance
- Firm experience on similar projects
- Ability to provide the services required within the overall project schedule
- Understanding of the site and project requirements
- Additional information the reviewing officials deem appropriate

### **2. FINAL AWARD**

After short listing an interview process of the firms will take place and a cost proposal for the services will be requested. The final contract award will be made based on:

- Quality of service on past similar projects and client recommendations
- Experience and quality of the project team
- Your project teams approach to the project and management plan
- Availability of staff, based on firms actual work load
- Cost proposals and hourly fee schedules
- Overall selection committee rating

# Town of New Milford Bike and Trails Committee

---

## ATTACHMENT A

### Preliminary Fee Proposal

To: Purchasing Authority  Town of New Milford  10 Main Street  New Milford, CT 06776	From: _____ _____ _____ _____
--	--

**PLEASE DO NOT SUBMIT THIS FORM UNLESS REQUESTED TO DO SO**

**The Presentation of Final Fee Proposal for Selected Phase 1 of New Milford River Trail**

**(Example: Sega Meadows to Patriot’s Way)**

The undersigned, having familiarized themselves with the existing conditions at the project area and the specification for engineering services, hereby proposes to furnish the requested engineering services for the following cost:

Type of Service	Bid Amount
1. INVESTIGATION AND REVIEW a. Site Visits b. Attendance at Coordination Meetings c. Review Existing Documents	\$ \$ \$
2. PRELIMINARY ENGINEERING d. Perform Bridge Street to Still River Feasibility Study e. Perform Still River to Brookfield Feasibility Study f. Evaluate Construction Options g. Conduct Two Public Informational Meeting(s) h. Determine Applicable Regulations	\$ \$ \$ \$ \$
3. PRELIMINARY DESIGN i. Prepare Preliminary Plans for Multiuse Trail Phase 1 j. Prepare Preliminary Construction Plans and Bidding Documents k. Submit all Documents for Review and Approval l. Provide Appropriate Coordination and Necessary Approvals	\$ \$ \$ \$

## Town of New Milford Bike and Trails Committee

---

4. PERMITS Town of New Milford IWC Town of New Milford Zoning Town of New Milford Planning Town of New Milford Building Department Connecticut Department of Energy and Environmental Protection (DEEP) Army Corp of Engineers (ACOE) Connecticut Department of Transportation Housatonic Railroad	\$ \$ \$  \$ \$
5. FINAL DESIGN m. Provide Detailed Quantity and Cost Estimate n. Meeting Attendance o. Prepare Final Bid Documents p. Advertise, Accept, Evaluate Bids and Recommend Award q. Provide Bidding Assistance r. Prepare Construction Contractor Contract	\$ \$ \$ \$ \$ \$
6. CONSTRUCTION ADMINISTRATION	\$
7 INSPECTION SERVICE ALLOWANCE	\$75,000
<b>TOTAL BID</b>	<b>\$</b>

**TOTAL BID (written out)** \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

**Additional pricing requested for evaluation:**

Provide a list of staff positions with rates for on-call services

Provide a written estimate of inspection service costs for a 180 day construction project from Sega Meadows to Bridge Street utilizing existing Right of Way for a road based route.

Provide consultant service costs based on project from your recent projects. Provide a scope of service agreement for the Committee's review.

# **Town of New Milford Bike and Trails Committee**

---