



PURCHASING AUTHORITY  
Town of New Milford, Connecticut  
**Surveying Services RFP**

The Town of New Milford is requesting proposals from qualified surveyors to prepare topographic/property line surveys for the roads outlined in the 2019 Capital Road Plan Project.

The Town reserves the right to reject any and all submissions.

Proposals will be received at the Purchasing Office until 3:00 p.m., on Thursday, November 29, 2018. Proposals will then be opened publicly in the E. Paul Martin Room by the Purchasing Authority at 3:30 p.m. Late proposals will be considered informal and rejected.

The proposal package must be obtained online at [www.newmilford.org](http://www.newmilford.org).

  
\_\_\_\_\_  
Pete Bass, Mayor  
An Equal Opportunity/Affirmative Action Employer



**TOWN OF NEW MILFORD**  
**Public Works Department**  
10 Main Street  
New Milford, Connecticut 06776  
Telephone (860) 355-6040 • Fax (860) 355-6055

*Michael F. Zarba, P.E.*  
*Public Works Director*

*Daniel L. Stanton, P.E.*  
*Town Engineer*

November 8, 2018

## **Request for Proposal - 2019 Bond Road Survey**

### **RECEIPT AND OPENING OF BIDS:**

The Town of New Milford invites proposals on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by The Purchasing Authority at the Purchasing Office, Lower Level Town Hall, 10 Main Street, New Milford, Connecticut, until 3:00 p.m. on Thursday, November 29, 2018. The bids will be publicly opened and read aloud on that day at 3:30 p.m.

The envelopes containing the proposals must be sealed, addressed to The Purchasing Authority, Town of New Milford, 10 Main Street, CT and designated as **2019 Bond Road Survey RFP**. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. The Municipality may accept or reject any or all bids or any or all portions of bidders and take any action deemed to be in its best interest.

### **Topographic/Property Line Survey**

We are requesting a proposal for a survey for 2019 Capital Road Plan (see enclosed Project Location Map and list).

#### **Project Description:**

This survey will be for the Town to design construction plans for reconstruction and rehabilitation of Town roads.

#### **Town Responsibilities:**

Once a purchase order has been issued, the Town will provide the surveyor with access to as built and record drawings as available/needed/requested by the surveyor. Deeds and property line maps are the responsibility of the surveyor to collect through the regular means of property searches.

#### **Scope of Work**

The surveyor will be required to provide a topographic survey (Basic Services).

The topographic survey shall include the areas within the survey limit line as defined on the included survey limits map. The property line survey shall encompass the entire road segment from Station 0+00 for the segment. This is generally to an intersection (or end of ROW).

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The survey shall be prepared by a Connecticut Licensed Land Surveyor, and shall be provided in the manner defined under section "Deliverables". The survey shall include but not be limited to the following requirements:

**Basic Services**

1. Locate all property lines and markers (R.O.W.) within survey limits.
2. Contours at one-foot intervals.
3. Scale at 1" = 40' - 0" or as otherwise requested or noted a roll plan sheet.
4. Town held easements, drainage pipes, drains, invert elevations, manholes, pipe outlets, drainage channels or retention ponds.
5. Locate all structures and identify materials
6. Locate wetland flagging
7. Spot elevations at:
  1. All site features
  2. Road centerline and edge of road (with station points every 25 feet)
  3. Corners and entrances to driveways and side roads
  4. Top & bottom of curb (every 25 feet)
  5. Trees over 6" in caliper (indicated by type and caliper)
  6. Utilities (i.e. gas, water, sewer) including all pipe sizes, material, inverts, rim elevations and valve boxes, including overhead utility wires and guy locations.
  7. Rock outcrops and stone walls
  8. All guiderails, bollards, fences, gates and in-ground site furniture.
8. Maps to be done in digital form (Civil 3D or higher)
9. Maps should also include base line ties in the drawing. Control points used to establish the survey must be included in the digital form of the drawing. Survey may be aerially photographed for the purpose of establishing the topography; however, critical spot elevations shall be field verified. A separate sheet is acceptable.
10. Bench marks should be established approximately every 20' in elevation change.

**Deliverables:**

1. Maps stamped showing property line, structures, topographic data, and all of the above, plotted on 24" x 36" stamped paper copies including, north arrow, legend, and scale (both written and graphic).
2. Digital copy of survey in Autodesk Civil 3D or higher shall be provided on a compact disk(or website link for download), with the survey at 1:1 in model space. Original spot shots including point, description, and elevation information shall be included.
3. Survey shall be property of the Town.

**Potential Additional Services:**

1. Hourly rates for additional field work as requested by the Engineer – typically before/after ledge/excavation
2. Easements (permanent or temporary access, emergency, etc.)
3. Complete road survey (all segments)
4. Additional Town Property Survey (adjacent to segment)

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5. Property lines (metes and bounds) and R.O.W. tied into established reference points for the entire road segment, including adjacent property owners.
6. Mylar and Filing with Town Clerk

**General Requirements:**

All work included under Basic Services and deliverables must be completed and a final product must be received within forty-five (45) days from the date of authorization to proceed. At no point shall the survey be provided later than February 1, 2019.

The surveyor will be required to hold his quoted price for thirty (30) days from the deadline for submitting bid proposal. NOTE: Surveyor will be required to submit a draft survey for review within 30 days of the commencement of the contract, and shall be responsible for making any revisions or additions as required.

Appropriate Insurance shall be required prior to issuance of a purchase order. See attached.

**Proposal Submission:**

The surveyor shall provide a detailed proposal with a proposed cost, as described below:

- Basic Services: Provide a cost for these services as described above.
- Additional Services: Provide a cost for this service as described above.
- Provide names and telephone numbers of at least three local municipal work references.

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**BASIS OF AWARD:**

The following factors will be considered in selecting a contractor:

- Lowest cost responsible bidder
- The ability, capacity and skill of the bidder to perform the work included
- Whether the Bidder can perform the work within the specified time, without delay or interference
- The Town reserves the right to award the bid in full or by individual items. **A surveyor does not need to bid on all items.**
- The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

*No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to Daniel Stanton, PE, Town Engineer, Public Works Department, 10 Main Street, New Milford, CT 06776, via email at [dstanton@newmilford.org](mailto:dstanton@newmilford.org) to be given consideration. Such requests must be received no later than 5 p.m. on November 23, 2018. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the State of Connecticut's DAS Website as well as the Town's website, [www.newmilford.org](http://www.newmilford.org) no later than noon on Monday November 26. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.*

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**Bid Proposal Form:**  
**Basic Services:**

#	Road Segment	Cost Written	\$ Cost	Delivery Date
1	Pickett District Road from Route 7 Danbury Road to Still River Drive	_____ Dollars _____ Cents	\$	
2	Erickson Road 2 from Old Pumpkin Hill Road to Morey Road	_____ Dollars _____ Cents	\$	
3	Erickson Road 2 – wetland flagging	_____ Dollars _____ Cents	\$	
4	Mist Hill Drive from Candlewood Lake Road South to Carmen Hill Road II including intersection at Candlewood Lake Road South	_____ Dollars _____ Cents	\$	
5	Overlook Drive from Carmen Hill Road II to Polaris Drive including Short Drive	_____ Dollars _____ Cents	\$	
	<b>TOTAL COST</b>	_____ Dollars _____ Cents	\$	
Attach additional sheets for hourly rates				

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

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**Bid Proposal Form:**  
**Additional Services:**

#	Road Segment	Cost Written per UOM	\$ Cost/Hour
1	Wetland Delineation	<hr/> Dollars <hr/> Cents	\$
2	Survey – Crew	<hr/> Dollars <hr/> Cents	\$
3	Survey – Single Person	<hr/> Dollars <hr/> Cents	\$
	<b>TOTAL COST</b>	<hr/> Dollars <hr/> Cents	<b>\$</b>
Attach additional sheets for hourly rates			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

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**Road Segment Location List and Map\***

Pickett District Road from Route 7 Danbury Road to Still River Drive

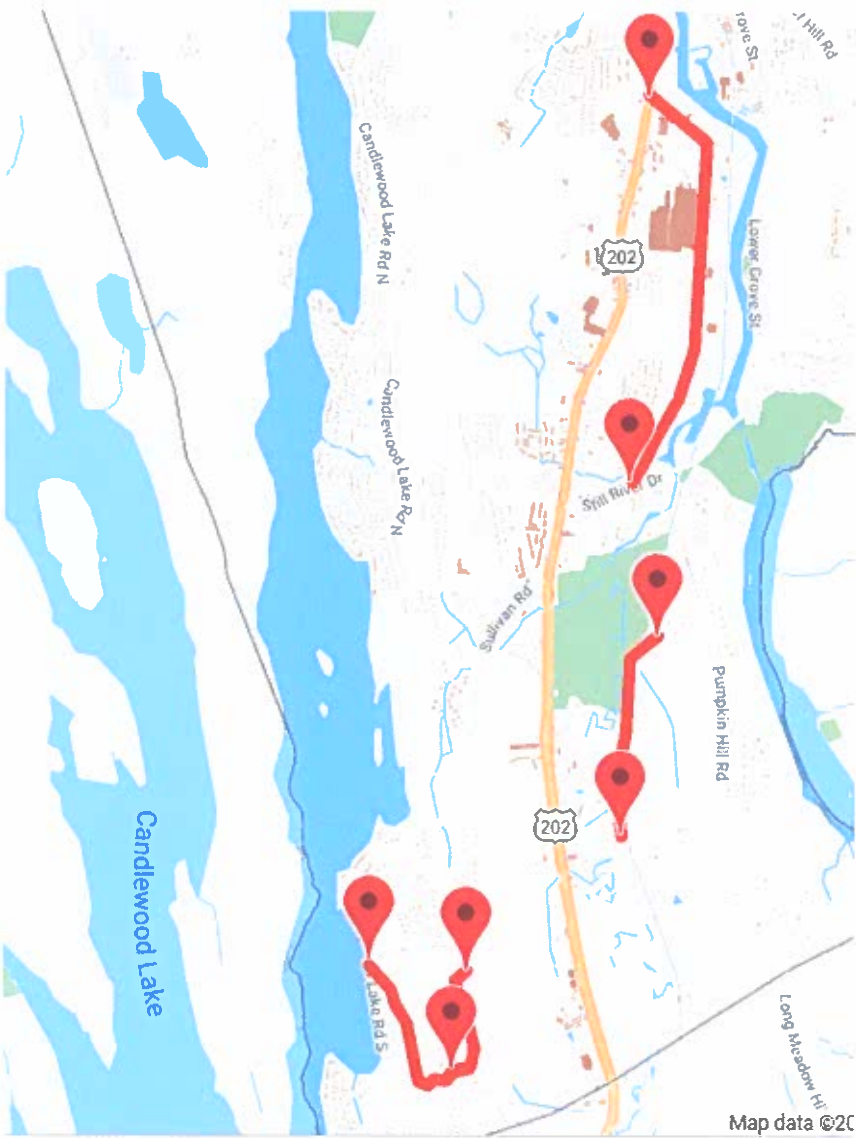
Erickson Road 2 from Old Pumpkin Hill Road to Morey Road

Overlook Drive from Polaris Drive to Carmen Hill Road 2\*\*

Mist Hill Road from Candlewood Lake Road South to Carmen Hill Road 2\*\*

\*see survey limit map and stationing standard

\*\*Additional survey is requested on adjacent road segment



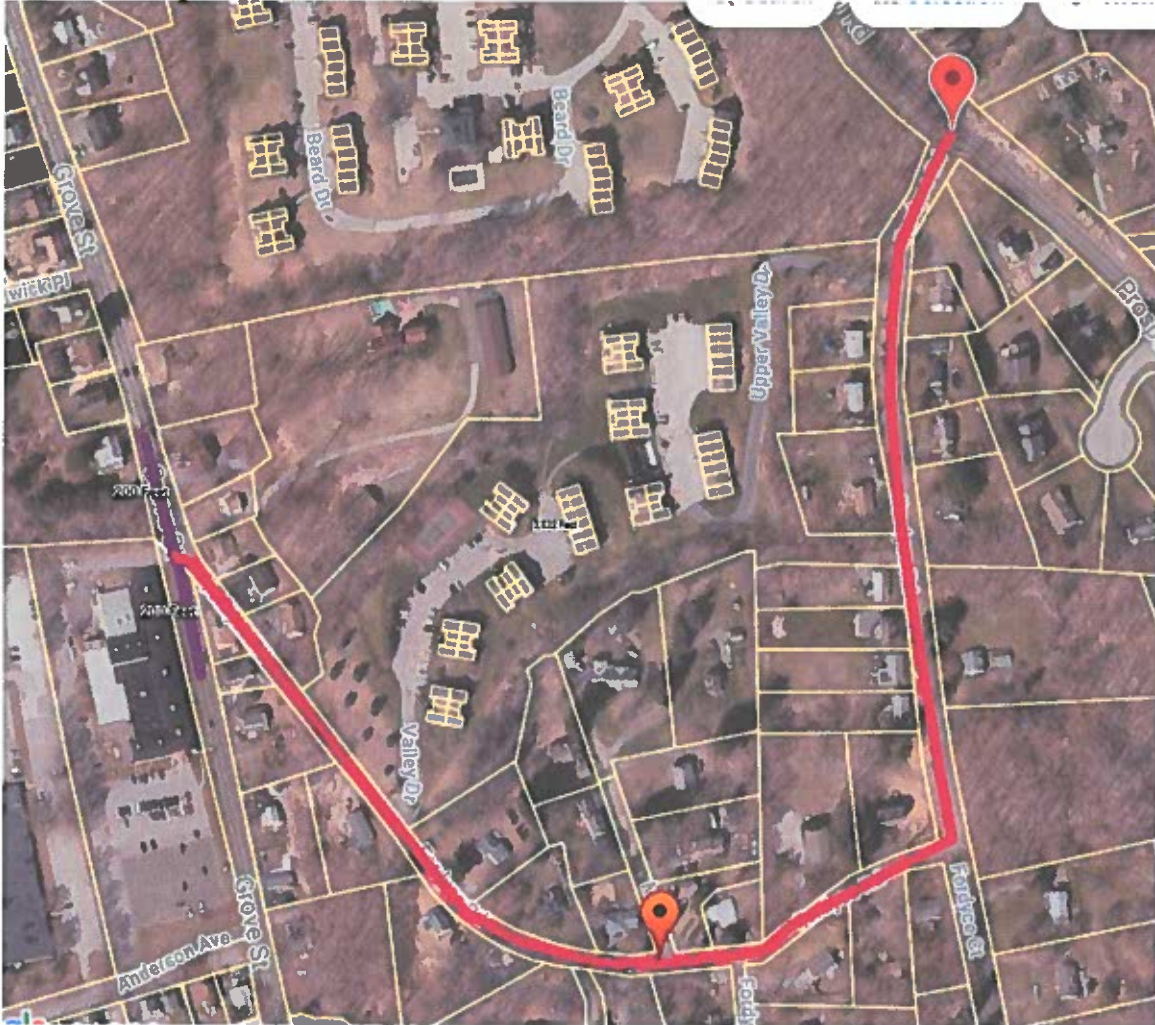


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**Survey Limit and Stationing Standard:**

Stationing shall begin at 0+00 or otherwise indicated (or per Engineer) at centerline of starting road segment and generally from house #1 to #999.

For instance, Fordyce Road shall begin at centerline of Route 67 Prospect Hill Road station 0+00 and end at centerline ~station 28+30. Additional 200 ft north and south on Grove Street shall be required for potential intersection improvements.



All other roads shall follow the same stationing standard.

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Additional survey is requested on adjacent road segments:  
Mist Hill Drive - This includes below Candlewood Lake Road South to existing storm drainage outlet and 200' along the ROW in each direction.  
Overlook Drive should include a price for Short Drive.



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**INSURANCE**

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 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.

A. The consultant shall provide a certificate of insurance evidencing the following required minimum coverages:

General Liability per occurrence	\$1,000,000
Personal Injury	\$1,000,000
Aggregate	\$2,000,000
Professional liability	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

An error and omissions protection provision shall be provided.

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.

- B. Automotive Liability, including owned, hired and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage: \$1,000,000
- C. Statutory Worker's Compensation and Employer's Liability.
- |                         |            |
|-------------------------|------------|
| Each Accident           | \$ 100,000 |
| Disease – each employee | \$ 100,000 |
| Disease policy limit    | \$ 500,000 |
- Or in accordance with the requirements of the State, whichever is greater.
- D. Umbrella /Excess \$ 2,000,000
- E. The Town of New Milford, CT its officers, agents, employees, and volunteers **MUST** be named as "Additional Insured" with reference to this project on a primary and non-contributory basis on applicable policies.
- F. The selected consultant shall indemnify and hold the Town of New Milford harmless from and against all claims to the fullest extent permitted by law.
- G. Consultant is an independent contractor. No employment relationship exists between the parties.
- H. The insurer shall waive all rights of subrogation against the Town of New Milford, its officers, employees and volunteers arising from work performed by the Consultant for the Town of New Milford.
- I. 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.

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PURCHASING AUTHORITY  
Town of New Milford, Connecticut  
**INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT**

**BID:** 2019 Bond Roads Survey

**BID OPENING:** November 29, 2018

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

An Equal Opportunity/Affirmative Action Employer

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER  
(To Accompany Bid)

State of \_\_\_\_\_

Ss. \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says  
that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_,  
the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent  
circumstances respecting such bid:

(3) Such Price is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees  
or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed,  
directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in  
connection with the Contract for which the attached Bid has been submitted or to refrain from bidding  
in connection with such Contract, or has in any manner, directly or indirectly, sought by Agreement or  
collusion or communication or conference with any other Bidder, firm or person to fix the price or  
prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the  
Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or  
unlawful agreement any advantage against the Town of New Milford, or any person interested in the  
proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by  
any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its  
agents, representatives, Owners, employees or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
(Title) \_\_\_\_\_

My Commission Expires \_\_\_\_\_ 20\_\_\_\_.