



PURCHASING AUTHORITY
Town of New Milford, Connecticut
Engineering Services RFP

The Town of New Milford is requesting proposals from qualified engineering firms to produce a complete set of design plans, specifications and bid documents for a town road reconstruction project.

Proposals will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, September 21, 2017, at 3 p.m. Proposals received after that time will be considered informal and rejected. The Town reserves the right to reject any and all submissions.

The proposal package may be obtained at the Office of the Director of Finance or online at www.newmilford.org.

David Gronbach, Mayor
An Equal Opportunity/Affirmative Action Employer

TOWN OF NEW MILFORD



PROPOSAL FOR ENGINEERING SERVICES

THE REPLACEMENT OF CHERNISKE ROAD BRIDGE OVER THE WEST ASPETUCK RIVER (BRIDGE # 095009)

Issued by:

*DEPARTMENT OF PUBLIC WORKS
6 YOUNG'S FIELD ROAD
NEW MILFORD, CT 06776*

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I. PROPOSAL REQUIREMENTS

A. SUBMISSION & CONTACT

Proposals must be submitted in a sealed envelope bearing on the outside the name and address of the preparer and should be marked "***Proposal for Engineering Services***". Proposals may be submitted by US mail or hand delivery to the following addresses as specified:

Hand Delivery or Mail:

Town of New Milford
Purchasing Authority Attn: Valerie Douglass
10 Main Street
New Milford, CT 06776

Proposals must be arranged so as to be directly and organizationally responsive to this RFP. All inquiries concerning this RFP should be directed to:

Daniel L. Stanton, P.E., Town Engineer
Department of Public Works
New Milford, CT 06776
E-mail: dstanton@newmilford.org
Fax: 860-355-6055

B. DATE/TIME DUE:

Proposals must be received by Thursday September 21, 2017 by 3 pm.

C. DURATION OF OFFER

Proposals must be valid for ninety days.

D. 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 RFP.

E. FORMAT AND NUMBER OF COPIES

Proposals must be arranged so as to be directly and organizationally responsive to this RFP. 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 (3) three 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 RFP response on CD or Flash Drive in one of the following formats: *Microsoft Word, Acrobat (pdf)*.

F. 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.

G. 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's of New Milford or any other affiliated organization.

H. PUBLIC RELEASE OF INFORMATION

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

I. SPECIAL NOTE

Each responding consultant is advised to read and respond to this 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 will 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.

J. 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 conceptual plan, report and cost estimate, notwithstanding that every item or contingency is not specifically mentioned herein.

K. PERMITS AND CODES

The selected consultant will comply with all laws, codes, rules and regulations of the 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.

L. PRICE

The price quoted 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.

M. QUALIFICATIONS AND REFERENCES

Proposals, at a minimum, shall outline the following:

- Overview of qualifications and/or general firm information
- List years in business and number of employees
- Brief overview of involvement with projects similar in nature and scope. References for projects similar in nature to this proposal. The consultant shall supply a minimum of three references 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.

N. 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.

O. 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:

1. Workers Compensation and Employers Liability	
Each Accident	\$ 100,000
Disease – each employee	\$ 100,000
Disease policy limit	\$ 500,000

Or in accordance with the requirements of the laws of the State, whichever is greater.

2. General liability insurance policy in the amount of One Million Dollars (\$1,000,000,000) per occurrence and Two Million Dollars (\$2,000,000,000) aggregate.

3. Professional liability insurance policy in the amount of One Million Dollars (\$1,000,000,000).

3a. An error and omissions protection provision shall be provided.

B. The Town of New Milford, CT its officers, agents, employees, and volunteers to be named as “Additional Insured” with reference to this project on a primary and non-contributory basis on applicable policies.

C. Any changes in insurance coverage will require thirty (30) days notice to the Town of New Milford by certified mail with return receipt requested.

D. 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.

- E. Consultant is an independent contractor. No employment relationship exists between the parties.
- F. 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.

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.

BID: Proposal for Engineering Services –
Cherniske Road Bridge

BID OPENING: September 21, 2017

INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

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

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 _____ 2017.

(Title)

My Commission Expires _____ 20____.

II. SCOPE AND SPECIFICATIONS

A. INTRODUCTION

The Town of New Milford seeks the services of a professional engineering firm licensed in the State of Connecticut with extensive bridge and highway design experience to provide Engineering Services for the replacement of the Cherniske Road Bridge over the West Aspetuck River (Bridge #095009).

B. GENERAL SCOPE OF WORK

The proposed work shall generally conform with and be executed in accordance with the requirements of the Connecticut Department of Transportation Bridge Design Manual guidelines. ***Please note that this is a Town funded bridge replacement project, no State or Federal funds are involved at this time.***

The goal of ***Phase I*** of the engineering design project is to produce a complete set of design plans, specifications and bid documents for the bridge replacement project. Work shall include all studies, investigations, reports, cost estimates, documents, designs, plans, specifications, meetings and other tasks necessary to complete the overall design and secure all local, State and Federal approvals. Work under ***Phase I*** will conclude upon the completion of the Bidding Phase. The consultant selected for ***Phase I*** may also be chosen to provide ***Phase II*** construction services. ***Phase II*** is comprised of construction administration, inspection services and support.

Completion of Phase I is expected to be within 240 calendar days of NTP, unless other timeline is proposed in the consultant's response.

In addition to meeting the Bridge Design Manual guidelines, the new structure shall also:

- Provide a service life of 50 years minimum
- Have minimal maintenance requirements
- Be economical to construct and maintain
- Be aesthetically compatible with the surrounding environment

The consultant shall thoroughly investigate the site, review Town & State Bridge Inspection Reports and make recommendations to the Town of New Milford for the most economical design that satisfies the objectives established previously herein.

C. PROPOSAL INFORMATION REQUIRED

Proposals shall contain the following information:

- Attachment A (Fee Proposal)
- A summary of previous experience with Municipal Bridge Programs on similar projects
- Firm's brochure
- Identification of the proposed project team and sub consultants
- Resumes of key personnel
- A listing of similar projects completed within the last five (5) years including contact information
- Demonstration of past performance with regard to meeting project time and budget guidelines
- Any other information that might assist the Town of New Milford in assessing the firm's capabilities

D. PROPOSAL EVALUATION & CONSULTANT SELECTION CRITERIA

Each response from interested consultants will be evaluated based upon the following criteria:

- Competitive Fee Proposal
- Experience with *similar local Municipal Bridge Program* projects
- Previous experience with bridge replacement projects
- Experience and qualifications of the designated team as related to municipal work
- Ability to complete projects within time and budget constraints

The Town of New Milford reserves the right to reject any or all responses submitted or may request additional information from any firm as necessary to properly evaluate the responses.

E. ATTACHMENT A (FEE PROPOSAL)

See attached fee proposal document to be filled out and signed by consultant.

Attachment A - Fee Proposal

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:

<u>Type of Service</u>	<u>Bid Amount</u>
<u>PHASE I</u>	
1.) Survey	\$
2.) Preliminary Engineering	\$
3.) Preliminary Design	\$
4.) Permits/Hydraulics	\$
5.) Final Design	\$
6.) Bidding Phase Services	\$
7.) Direct Costs	\$
Total Phase I:	\$
<i>Calendar Days to Complete Phase I (if not 240)</i>	
<u>PHASE II</u>	
8.) Construction Inspection & Administration	\$
9.) Direct Costs	\$
Total Phase II:	\$
TOTAL BID:	\$

TOTAL BID (written out)

Proposal Submitted By:

FIRM: _____

ADDRESS: _____

TOWN: _____ STATE: _____

NAME: _____ TITLE: _____

(Authorized Corporate Officer)

SIGNATURE: _____ DATE: _____

PHONE: _____ FAX: _____

EMAIL: _____