

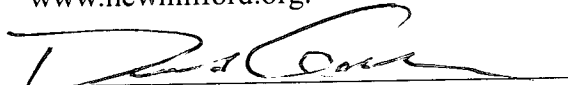


PURCHASING AUTHORITY
Town of New Milford, Connecticut
Engineering Services RFP

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, August 24, 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 RECONSTRUCTION OF

SQUIRE HILL ROAD AND LONG MOUNTAIN ROAD FROM

NORTH VALLEY ROAD TO HINE ROAD

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 3 p.m., Thursday August 24, 2017.

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 will 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 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 selected consultant shall furnish certificates of insurance covering Workers' Compensation and Liability insurance and hold The Town of New Milford harmless against any and 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 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 liability insurance policy** in the minimum amount of One Million Dollars (\$1,000,000,000) per occurrence and Two Million Dollars (\$2,000,000,000) aggregate, naming the Town of New Milford, its officers, agents, and employees and volunteers 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 (\$1,000,000,000) per occurrence and Three Million Dollars (\$3,000,000,000) aggregate.
- D. **An error and omissions protection provision shall be provided.**
- 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 basis.**

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".

BID: Proposal for Engineering Services – Squire Hill Road and Long Mountain Road Segment 3

BID OPENING: August 24, 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 highway design experience to provide Engineering Services for the Reconstruction of Squire Hill Road and Long Mountain Road from North Valley Road to Hine Road.

B. GENERAL SCOPE OF WORK

The proposed work shall generally conform with and be executed in accordance with the requirements of the New Milford Ordinances, Town of New Milford Transportation Design Standards, and/or Connecticut Department of Transportation Highway Design Manual guidelines. ***Please note that this is a Town funded road reconstruction 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 road reconstruction 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. A survey is available for Squire Hill Road. 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 120 calendar days of NTP, unless other timeline is proposed in the consultant's response.

In addition to meeting the Town Right of Way Ordinance, Town of New Milford Transportation Design Standards and Highway Design Manual guidelines, the reconstructed roads shall also:

- Provide a minimum service life of 30 years
- Have minimal maintenance requirements
- Be economical to construct and maintain
- Be aesthetically compatible with the surrounding environment

The consultant shall thoroughly investigate the site 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 Road 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 Road Program projects
- Previous experience with road 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 (Long Mountain Road 3 Only)	\$
2.) Preliminary Engineering	\$
3.) Preliminary Design	\$
4.) Permits	\$
5.) Final Design	\$
6.) Bidding Phase Services	\$
7.) Direct Costs	\$
Total Phase I:	\$
<i>Calendar Days to Complete Phase I (if not 120)</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/ZIP: _____

NAME: _____ TITLE _____
(Authorized Corporate Officer)

SIGNATURE: _____ DATE: _____

PHONE: _____ FAX: _____

EMAIL: _____

TOWN OF NEW MILFORD

**MINIMUM TECHNICAL STANDARDS AND PUBLICATIONS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

PUBLISHING AGENCY DESIGN STANDARD TITLE / EDITION / DATE

AASHTO - American Association of State Highway & Transportation Officials, Washington, DC

- *A Policy on Geometric Design of Highways and Streets*, 2004, 5th edition
- *Guide for Design of Pavement Structures*, 1993, 4th edition, plus 1998 supplement
- *Highway Drainage Guidelines*, 2007, 4th edition
- *Roadside Design Guide*, 2002, 3rd edition with 2006 Chapter 6 Update
- *LRFD Bridge Design Specifications*, 2007, 4th edition, plus 2008 Interim revisions

AI - Asphalt Institute, College Park, MD

- *The Asphalt Handbook, (MS-4)*, 2007, 7th Edition

TRB - Transportation Research Board—National Research Council, Washington, DC

- *Highway Capacity Manual (HCM 2000)*, 2000 edition,

FHWA - U.S. Department of Transportation—Federal Highway Administration, Washington, DC

- *Manual on Uniform Traffic Control Devices*, 2009

PCA - Portland Cement Association, Skokie, IL

- *Design and Control of Concrete Mixtures*, 2002, 14th edition

ITE - Institute of Transportation Engineers, Washington, DC

- *Traffic Engineering Handbook*, 2009, 6th Edition

OSHA – Occupational Safety and Health Standards for the Construction Industry, US Department of Labor, Washington, DC.

- 29 CFR Part 1926(US Federal Version)

CT DOT - Connecticut Department of Transportation, Newington, CT

- *Standard Specifications for Roads, Bridges, and Incidental Construction*, Form 816, 2004
- *Highway Design Manual*, 2003 Edition
- *Bridge Design Manual*, 2003 Edition
- *Drainage Manual 2000*, plus revisions through December 2003
- *Traffic Control Signal Design Manual*, 2001

CT DEP - Connecticut Department of Environmental Protection, Hartford, CT

- *Connecticut Stormwater Quality Manual*, 2004
- *Erosion & Sedimentation Guidelines*, 2002

US DOJ – United States Department of Justice

- *ADA Accessibility Guidelines for Buildings and Facilities (ADAAG)*, 2004, w/ amendments thru 2005

Note: Including any revisions, updates, approved changes, addendums, etc. as may be incorporated into the official documents listed.