



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 bridge replacement project.

Proposals will be received at the Purchasing Office until 10:30 a.m., on Wednesday, June 20, 2018. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and clearly marked: Tamarack Road Bridge Engineering Services. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Wednesday, June 20, 2018 at 11:00 a.m. Late bids will be considered informal and rejected. The Town reserves the right to reject any and all submissions.

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



## **PROPOSAL FOR ENGINEERING SERVICES**

### **THE REPLACEMENT OF TAMARACK ROAD BRIDGE OVER THE DENMAN BROOK (BRIDGE # 095014)**

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 the replacement of Tamarack Road Bridge over Denman Brook***". 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](mailto:dstanton@newmilford.org)  
Fax: 860-355-6055

### **B. DATE/TIME DUE:**

Proposals must be received by Wednesday, June 20, 2018 by 10:30 a.m.

### **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

REQUEST FOR PROPOSAL  
*Engineering Design Services*

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.

**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.

**BID: Proposal for Engineering Services –  
Tamarack Road Bridge**

**BID OPENING: June 20, 2018**

### 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



REQUEST FOR PROPOSAL  
*Engineering Design Services*

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 \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(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 Tamarack Road Bridge over the Denman Brook (Bridge #095014).

### B. GENERAL SCOPE OF WORK

The proposed work shall generally conform with and be executed in accordance with the requirements of the AASHTO 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 (minimum one public information meeting prior to wetlands submittal) 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>
<b><u>PHASE I</u></b>	
1.) Survey	\$
2.) Preliminary Engineering	\$
3.) Preliminary Design	\$
4.) Permits/Hydraulics	\$
5.) Final Design	\$
6.) Bidding Phase Services	\$
7.) Direct Costs	\$
<b>Total Phase I:</b>	<b>\$</b>
<i>Calendar Days to Complete Phase I (if not 240)</i>	
<b><u>PHASE II</u></b>	
8.) Construction Inspection & Administration	\$
9.) Direct Costs	\$
<b>Total Phase II:</b>	<b>\$</b>
<b>TOTAL BID:</b>	<b>\$</b>

**TOTAL BID** (written out)

Proposal Submitted By:

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TOWN: \_\_\_\_\_ STATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE \_\_\_\_\_  
*(Authorized Corporate Officer)*

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_