TOWN OF CHESHIRE, CONNECTICUT

REQUEST
FOR PROPOSALS

RFP #1819-07

ENGINEERING SERVICES FOR THE
REHABILITATION OF WEST JOHNSON AVENUE
BRIDGE OVER TEN MILE RIVER
The Town of Cheshire will receive sealed bids for Engineering Design Services for the Rehabilitation of Bridge No. 05495 on West Johnson Avenue over the Ten Mile River until 2:00 PM on Friday, November 2, 2018. At that time proposals will be opened in public and read aloud.

The documents comprising the Request for Proposals may be obtained on the Town’s website, www.cheshirect.org, under “Bids and Requests for Proposals”.

The Town of Cheshire reserves the rights to amend or terminate this Request for Proposal, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.
TOWN OF CHESHIRE, CONNECTICUT

REQUEST FOR PROPOSALS FOR
Engineering Design Services for West Johnson Avenue Bridge Rehabilitation

Proposal Number: #1819-07
Proposal Opening Date: November 2, 2018
Proposal Opening Time: 2:00 PM
Proposal Opening Place: Cheshire Town Hall, Room 207

The Town of Cheshire is seeking proposals for engineering design services for the preparation of construction contract plans and documents for the Rehabilitation of the West Johnson Avenue Bridge over the Ten Mile River.

One (1) original and one (1) copy of sealed proposals must be received in the Cheshire Town Hall, Conference Room 207, 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the “Town”) will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained on the Town’s website, www.cheshirect.org under Bids and Request for Proposals. Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.

This Request for Proposals (“RFP”) includes:

- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer’s Non Collusion Affidavit
- Proposer’s Statement of References
- Addenda, if any
- The Contract in the form attached
TOWN OF CHESHIRE, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Cheshire (the “Town”) is soliciting proposals for engineering services for the preparation of construction contract plans and documents for the Rehabilitation of the West Johnson Avenue Bridge (#05495) over the Ten Mile River. In addition to the Proposal, there is a copy of the Local Bridge Program Application for the bridge listed on our website, as well as additional information. Upon receipt of the proposals the Town will review the submittals and select a limited number of firms to be interviewed for the work, at which time they will present their Project Approach and their Project Team, and submit a detailed cost estimate to meet the requirements of each project. A Proposal Cost Estimate is not required at this time.

This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.cheshirect.org, under “Proposals & RFP’s.” Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.
3. **KEY DATES**

Proposal Opening: November 2, 2018 @ 2:00 pm

Preliminary Notice of Award: December 14, 2018

Contract Execution: January 4, 2019

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. **OBTAINING THE RFP**

All documents that are a part of this RFP may be obtained on the Town’s website, www.cheshirect.org under Bids and Requests for Proposals.

5. **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Cheshire Town Hall, Department of Public Works and Engineering Office, Room 213, 84 South Main Street, Cheshire, CT 06410 prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do NOT satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will NOT accept late proposals.

One (1) original and one (1) copy of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer’s name, the proposer’s address, the words "PROPOSAL DOCUMENTS," and the Proposal Title, Proposal Number and Proposal Opening Date. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices are NOT REQUIRED to be submitted on the Proposal Form included in this RFP at this time. Only those firms which are selected for an interview will be required to submit the Proposal at the time of their interview. All other portions of the Proposal Form however need to be filled in completely with this submittal. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be states in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as “SAME” shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers’
qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted in writing (including by e-mail or fax) and directed only to:

Name: Louis Zullo  
Department: Town Manager’s Office  
E-mail: lzullo@cheshirect.org  
Fax: 203-271-6639

Questions concerning this RFP’s Specifications are to be submitted in writing (including by e-mail or fax) and directed only to:

Name: Don Nolte, Engineering Operations Manager  
Department: Public Works & Engineering  
E-mail: rdnolte@cheshirect.org  
Fax: 203-271-6659

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer’s failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer’s questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town’s website, www.cheshirect.org, under “Proposals & RFP’s.” Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.
7. **ADDITIONAL INFORMATION**

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. **COSTS FOR PREPARING PROPOSAL**

Each proposer’s costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. **OWNERSHIP OF PROPOSALS**

All proposals submitted become the Town’s property and will not be returned to proposers.

10. **FREEDOM OF INFORMATION ACT**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer’s responses may contain financial, trade secret or other data that it claims should not be public (the “Confidential Information”). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer’s Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. **REQUIRED DISCLOSURES**

In its Proposal Form each proposer must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this RFP, including but not only any of the Contract Terms contained in Section 26, below;

- If it is listed on the State of Connecticut’s Debarment List;

- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
• All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) has been involved within the last ten (10) years;

• All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and

• Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A proposer’s acceptability based on these disclosures lies solely in the Town’s discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer’s Statement of References form included in this RFP.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State’s Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer’s legal status.

14. PROPOSAL (BID) SECURITY

15. THIS ITEM IS NOT APPLICABLE TO THIS RFP

16. PRESUMPTION OF PROPOSER’S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer’s failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town’s website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to
achieve the Town’s objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

17.  **SUBSTITUTION FOR NAME BRANDS**

*THIS ITEM IS NOT APPLICABLE TO THIS RFP*

18.  **TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

19.  **INSURANCE**

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

20.  **PERFORMANCE SECURITY**

*THIS ITEM IS NOT APPLICABLE TO THIS RFP*

21.  **DELIVERY ARRANGEMENTS**

*THIS ITEM IS NOT APPLICABLE TO THIS RFP*

22.  **AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most RFPs, it will not be the only basis for
award. Due consideration may also be given to a proposer’s experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town’s interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

If the lowest proposer meets all specifications, is responsive, and, if applicable, qualified, but the proposal is not acceptable to the Town Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all proposals, to accept a higher proposal, or to take such other action as may be in the Town’s best interests.

The Town will select the proposal that it deems to be in the Town’s best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

The Preliminary Notice of Award and Contract Execution dates in Section 3’s Key Dates are anticipated, not certain, dates.

23. **AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY**

Each proposer must submit a completed Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

24. **NONRESIDENT REAL PROPERTY CONTRACTORS**

*THIS ITEM IS NOT APPLICABLE TO THIS RFP*

25. **COMPLIANCE WITH IMMIGRATION LAWS**

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.
The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney’s fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

26. **NON COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer’s Non Collusion Affidavit that is part of this RFP.

27. **CONTRACT TERMS**

The following provisions will be mandatory terms of the Town’s Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

a. **DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the successful proposer’s malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer’s obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer’s insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer’s obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers’ compensation acts, disability benefit acts, or other employee benefits acts.
The successful proposer shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

**As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.**

b. **ADVERTISING**

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town’s prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town’s permission to the successful proposer to do so is not a statement about the quality of the successful proposer’s work or the Town’s endorsement of the successful proposer.

c. **W-9 FORM**

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. **PAYMENTS**

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

“In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.
e. TOWN INSPECTION OF WORK

The Town may inspect the successful proposer’s work at all reasonable times. This right of inspection is solely for the Town’s benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

f. REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Town’s property rejected items, commodities and/or work within 48 hours of the Town’s notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

i. PREVAILING WAGES

THIS ITEM IS NOT APPLICABLE TO THIS RFP

j. PREFERENCES

THIS ITEM IS NOT APPLICABLE TO THIS RFP
k. WORKERS COMPENSATION

**THIS ITEM IS NOT APPLICABLE TO THIS RFP**

l. SAFETY

**THIS ITEM IS NOT APPLICABLE TO THIS RFP**

m. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

n. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

p. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.
s. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to worker’s compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSERS
TOWN OF CHESHIRE, CONNECTICUT

SPECIFICATIONS FOR
ENGINEERING DESIGN SERVICES FOR THE REHABILITATION OF THE WEST JOHNSON AVENUE BRIDGE OVER TEN MILE RIVER

PROPOSAL #1819-07

The Town of Cheshire has entered into an agreement with the Connecticut Department of Transportation for the bridge listed above which is eligible for funding under the Local Bridge Program. In order to meet the objectives of that program, the Town will be engaging one firm to prepare the design plans, specifications, and other documents which are necessary to successfully bid and construct those structures, and to meet the criteria for Cheshire to be eligible for reimbursement by the State to the maximum amount allowed under the Local Bridge Program.

As part of this Proposal, firms should submit the following information at this time:

General Information on the Firm

Experience of the firm designing/permitting bridges funded under the CT Local Bridge Program

Project Team and Resumes

Listing of and information on any subcontractors to be used for this project

Capacity to perform the work in a timely manner

The major program components for this program are listed briefly below, but are more specifically outlined in the CTDOT’s LOCAL BRIDGE PROGRAM, Fiscal Year 2017 Manual. These may include:

Survey

Topographic Field Survey and Wetland Boundary Delineation (State and Federal) – NOT ANTICIPATED AS BEING ABSOLUTELY NECESSARY FOR THE PROPOSED SUPERSTRUCTURE REPLACEMENT. HOWEVER, T.O.C. 2012 AERIAL SURVEY AND GENERAL TOWN WETLANDS MAP AUTOCAD FILES MAY BE USED FOR BASE SHEET PREPARATION AT NO CHARGE.

Property lines, street lines and Property Owners – TOWN OF CHESHIRE GIS AND PLANIMETRIC DATA MAY BE UTILIZED.
A determination of easements required for overdue maintenance vegetation and debris removal from embankments and upstream channel if necessary.

**Preliminary Engineering**

Hydrology and Hydraulics for the 2, 10, 50, 100 and 500-year recurrence storms, if required.

Scour Analysis for the proposed bridge in accordance with HEC -18, if required.

Geotechnical Engineering to determine the type of foundation required, and the impact of unsuitable soils or high groundwater on the project, if required, but not anticipated.

Structure type study that includes at least three alternate designs for replacing the bridge.

Preliminary Engineering Report that summarizes the information listed above, and recommends the scope of work for replacing the structure and justification for any items requiring a design exception.

**Preliminary Design**

Preparation of a 30% complete design package for review and approval of the Town and CTDOT, including plans and specifications as required by CTDOT.

A listing of utilities that may need to be relocated as part of the construction

A listing of permits expected to be required, including CTDEEP, ACOE and Town of Cheshire.

An estimate of project costs.

**Final Design**

Upon approval of the Preliminary Design package, the consultant will prepare and submit the Final Design package to the Town and CTDOT for approval.

Plans shall include all sheets and details and an estimate of quantities necessary for construction including: Plan views of the roadway, grading, and drainage; Elevation views of all pertinent structures and substructures; Details; Right of Way delineations; Road closure detour plan; and other information as needed to construct the project.

Specifications to supplement CTDOT’s Form 817.
A Final Cost estimate to be used by the Town in determining adequate funds necessary to complete the project.

Preparation of Applications for the project. As part of this Proposal, the Consultant is required to list which applications they feel will be necessary for each of these bridge projects.

**Bid Services**

The Consultant will assist the Town in bidding the project. The Town, however will be responsible for all advertising and reproduction costs associated with the Bid Process.

**Construction Services**

After receiving bids for the project the Town will determine the extent of the Consultant’s services that may or may not be needed during the construction of the bridge(s). To the extent that these are determined necessary, this fee will be negotiated at that time.

END OF SPECIFICATIONS
TOWN OF CHESHIRE, CONNECTICUT

INSURANCE REQUIREMENTS FOR
ENGINEERING DESIGN SERVICES FOR THE REHABILITATION OF THE WEST JOHNSON AVENUE BRIDGE OVER TEN MILE RIVER

PROPOSAL #1819-07

The successful bidder agrees to maintain in force at all times during the Contract the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an “A-” VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide.

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Each Occurrence</th>
<th>General Aggregate</th>
<th>Products/Completed Operations Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability*</td>
<td>1,000,000</td>
<td>2,000,000</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Auto Liability*</td>
<td>Combined Single Limit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Umbrella*</td>
<td>Each Occurrence</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>(Excess Liability)</td>
<td>Aggregate</td>
<td>$1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

* The Town of Cheshire shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Each Accident</th>
<th>EL Each Accident</th>
<th>EL Disease Each Employee</th>
<th>EL Disease Policy Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation and WC Statutory Limits</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$500,000</td>
<td></td>
</tr>
</tbody>
</table>

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENTS
TOWN OF CHESHIRE, CONNECTICUT

PROPOSAL FORM
ENGINEERING DESIGN SERVICES FOR THE REHABILITATION OF THE WEST JOHNSON AVENUE BRIDGE OVER TEN MILE RIVER

PROPOSAL #1819-07

PROPOSER’S FULL LEGAL NAME: _______________________________________________

NOTE: Total for Numbers 1-4 above: NOT REQUIRED WITH INITIAL PROPOSAL, ONLY FOR FIRMS THAT ARE INVITED FOR AN INTERVIEW
To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of ___________________________/100 Dollars (write out in words) ($___________________).

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

1. Preliminary Engineering:
To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of ___________________________/100 Dollars (write out in words) ($___________________).

2. Preliminary Design (30%) and Construction Estimate:
To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of ___________________________/100 Dollars (write out in words) ($___________________).

3. Final Design (100%) and Construction Estimate:
To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of ___________________________/100 Dollars (write out in words) ($___________________).

4. Bid Preparation, Analysis of Bid Responses and Contractor Recommendation:
To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of ___________________________/100 Dollars (write out in words) ($___________________).

5. Construction Administration:
To be negotiated as needed at a later date.
ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to the RFP

    □ This proposal does not take exception to any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

    OR

    □ This proposal takes exception(s) to certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. Attached is a sheet fully describing each such exception.

2. State Debarment List

Is the proposer on the State of Connecticut’s Debarment List?

    □ Yes
    □ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions
related to the injury or death of any employee in the three-year period preceding
the proposal?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of
employment) been involved for the most recent ten (10) years in any resolved or
pending arbitration or litigation?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment)
ever been the subject of any criminal proceedings?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes
_____ No

If “yes,” attach a sheet fully describing each such matter.
NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY ___________________________   TITLE: _____________________________
(PRINT NAME)

__________________________________   DATE: _____________________________
(SIGNATURE)

END OF PROPOSAL FORM
TOWN OF CHESHIRE, CONNECTICUT

PROPOSER’S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied and used by the proposer’s regular employees regularly in attendance to carry on the proposer’s business in the proposer’s own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer’s Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner’s Full Legal Name

Number of years engaged in business under sole proprietor or trade name

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

________ Yes ________ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

________________________

IF A CORPORATION:

Proposer’s Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner’s Full Legal Name

Number of years engaged in business

Names of Current Officers

_____________________ ______________________ _____________________
President   Secretary   Chief Financial Officer
Does the proposer have a “permanent place of business” in Connecticut, as defined above?

________ Yes  ________ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

____________________________________________________________________________________

IF A LIMITED LIABILITY COMPANY:

Proposer’s Full Legal Name  ___________________________________________________________________

Street Address  __________________________________________________________________________

Mailing Address (if different from Street Address)  ____________________________________________________________________

Owner’s Full Legal Name  ____________________________________________________________________

Number of years engaged in business  ____________________________________________________________________

Names of Current Manager(s) and Member(s)

Name & Title (if any)  ____________________________  Residential Address (street only)

Name & Title (if any)  ____________________________  Residential Address (street only)

Name & Title (if any)  ____________________________  Residential Address (street only)

Name & Title (if any)  ____________________________  Residential Address (street only)

Name & Title (if any)  ____________________________  Residential Address (street only)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

________ Yes  ________ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

____________________________________________________________________________________
IF A PARTNERSHIP:

Proposer’s Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner’s Full Legal Name

Number of years engaged in business

Names of Current Partners

Name & Title (if any)     Residential Address (street only)

Name & Title (if any)     Residential Address (street only)

Name & Title (if any)     Residential Address (street only)

Name & Title (if any)     Residential Address (street only)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

_______ Yes      _______ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

********************************************************************************

Sign on the next page
Proposer’s Full Legal Name

(print)
Name and Title of Proposer’s Authorized Representative

(signature)
Proposer’s Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM
TOWN OF CHESHIRE, CONNECTICUT

PROPOSAL # 1819-07
ENGINEERING DESIGN SERVICES FOR THE REHABILITATION OF THE WEST JOHNSON AVENUE BRIDGE OVER TEN MILE RIVER

PROPOSER’S CERTIFICATION
Concerning Equal Employment Opportunities
And Affirmative Action Policy

I/we, the proposer, certify that:

1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, http://www.cslib.org/exeorder3.htm).

2) I/we do not maintain segregated facilities.

3) I/we have filed all required employer's information reports.

4) I/we have developed and maintain written affirmative action programs.

5) I/we list job openings with federal and state employment services.

6) I/we attempt to employ and advance in employment qualified handicapped individuals.

7) I/we are in compliance with the Americans with Disabilities Act.

8) I/we (check one):
   _____ have an Affirmative Action Program, or
   _____ employ 10 people or fewer.

________________________________________  ________________________________________
Legal Name of Proposer      (signature)
Proposer’s Representative, Duly Authorized

_____________________________________
Name of Proposer’s Authorized Representative

_____________________________________
Title of Proposer’s Authorized Representative

_____________________________________
Date
TOWN OF CHESHIRE, CONNECTICUT

PROPOSER’S NON COLLUSION AFFIDAVIT

PROPOSAL FOR:

PROPOSAL NUMBER:

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

(1) the proposal is genuine; it is not a collusive or sham proposal;
(2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
(3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
(4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the proposer’s proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its proposal and make an award in accordance therewith.

_________________________________  _____________________________________
Legal Name of Proposer      (signature)
Proposer’s Representative, Duly Authorized

_____________________________________
Name of Proposer’s Authorized Representative

_____________________________________
Title of Proposer’s Authorized Representative

_____________________________________
Date

Subscribed and sworn to before me this _______ day of _____________________, 20___.

_____________________________________
Notary Public
My Commission Expires:
TOWN OF CHESHIRE, CONNECTICUT

PROPOSAL # 1819-07
ENGINEERING DESIGN SERVICES FOR THE REHABILITATION OF THE WEST
JOHNSON AVENUE BRIDGE OVER TEN MILE RIVER

PROPOSER’S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME ____________________________________________________________
   ADDRESS _________________________________________________________________
   CITY, STATE ________________________________________________________________
   TELEPHONE: ________________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION ________________________________
   _______________________________________________________________________

2. BUSINESS NAME ____________________________________________________________
   ADDRESS _________________________________________________________________
   CITY, STATE ________________________________________________________________
   TELEPHONE: ________________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION ________________________________
   _______________________________________________________________________

3. BUSINESS NAME ____________________________________________________________
   ADDRESS _________________________________________________________________
   CITY, STATE ________________________________________________________________
   TELEPHONE: ________________________________________________________________
   INDIVIDUAL CONTACT NAME AND POSITION ________________________________
   _______________________________________________________________________

END OF STATEMENT OF REFERENCES
RFP #1819-07

CONTRACT FOR ENGINEERING DESIGN SERVICES FOR THE REHABILITATION OF THE WEST JOHNSON AVENUE BRIDGE OVER TEN MILE RIVER

This Contract is made as of the _____ day of ________, 20____ (the “Effective Date”), by and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the “Town”), and [name and address of successful proposer] (the “Contracting Party”).

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for ENGINEERING DESIGN SERVICES FOR THE REHABILITATION OF THE WEST JOHNSON AVENUE BRIDGE OVER TEN MILE RIVER (the “RFP”), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town dated ______________ (the “Proposal”), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties’ mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B [Note: if the Proposal has taken any exceptions to the RFP, this provision should be amended to included specific statements about whether the Town has accepted or rejected those exceptions – whether they are contrary to or in addition to the RFP’s terms. This is critically important, and we urge you to contact the Town Attorney for assistance on this additional required language.] (collectively, the “Work”).

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFP, including but not only all of the terms set forth in Section 26 (the “Contract Terms”) of the Standard Instructions to Bidders.

2. Term:

3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict
or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

4. **Price and Payment:** [placeholder – will vary from contract to contract. *If contract extends beyond current fiscal year, be sure to include non-appropriation language.*]

5. **Right to Terminate** – If the Contracting Party’s fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. **No Waiver or Estoppel** – Either party’s failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party’s strict performance, and neither party shall be relieved of such obligation because of the other party’s failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. **Notice** – Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

   If to the Town:
   
   *[name, address, fax and e-mail]*

   If to the Contracting Party:

   *[name, address, fax and e-mail]*

8. **Execution** - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

   IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

   **TOWN OF CHESHIRE**

   By ________________________________
   
   Sean M. Kimball
   Its Town Manager, Duly Authorized
   Date: ________________________________
[CONTRACTING PARTY LEGAL NAME]

By________________________________________

Its________________, Duly Authorized
Date:____________________________