

November 15, 2018

**TOWN OF WINDSOR
LENNOX AVENUE / MOORLANDS STAIR REPLACEMENT
REQUEST FOR PROPOSAL – SURVEY AND DESIGN SERVICES**

**THIS IS NOT A REQUEST FOR BIDS AND THE TOWN RESERVES THE RIGHT TO
NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF
THE TOWN OF WINDSOR.**

1. INTENT AND GENERAL INFORMATION

The Town of Windsor is soliciting proposals from qualified consulting engineering firms to provide survey and design services for the replacement of approximately 100 feet of bituminous concrete sidewalk, concrete stairs and appurtenances at a walkway from the intersection of Lennox Avenue/Kellogg Street to the Moorlands.

The concrete stairs, steel railing and bituminous sidewalk have deteriorated and present hazardous conditions for pedestrians in the area. The intent of the project is to define the deficiencies within the stair/sidewalk system and to design improvements to address the deteriorated concrete stairs, bituminous concrete sidewalks, drainage facilities, fencing and other features.

If variations to this scope are suggested they should be clearly identified in the response submitted by the consultant. All work performed under the contract between the Town of Windsor and the firm shall be under the direction of professional engineers and land surveyors licensed by the State of Connecticut.

2. SUBMISSION AND DEADLINE

All proposals must be **received by 2:00 P.M. Thursday, December 20, 2018. Three (3) copies** of the proposal shall be submitted to:

Robert A. Jarvis, P. E.
Director of Public Works / Town Engineer
Windsor Town Hall
275 Broad Street
Windsor, CT 06095

Questions regarding this RFP may be directed to Robert A. Jarvis at (860) 285-1804.

3. SCOPE OF SERVICES

The selected Consultant will provide comprehensive survey and engineering services (including civil and structural,) for the preparation of base maps and surveys, designs of improvements, specifications, cost estimates, bid documents and related services.

The selected Consultant must have sufficient staff to assure prompt delivery of services and completion of assigned tasks. The selected Consultant must assign a Professional Engineer licensed by the State of Connecticut to be responsible for the management and design.

The plans will be developed in conformance with the Department of Transportation Standard Specifications Form 817 and the Town of Windsor Engineering Standards and Specifications. The Consultant shall be responsible for the following scope of work:

A. Data Collection and Field Investigation

1. Survey

- a. Perform a field examination of the project area to become familiar with the existing conditions.
- b. Perform an existing conditions survey of the 3000 s.f. project site. The survey shall have a T-2 standard of accuracy and shall show topography with one-foot contour intervals and spot elevations at critical points. All visible utilities and structures will be included in the survey.
- c. Boundary within the project area can compiled, to class D standards.
- d. Supplement the existing conditions survey with available information provided by the town and utility companies regarding the location of subsurface utilities.
- e. Determine drainage patterns and facilities within the project area.
- f. Prepare a base map at an appropriate scale to be used as the basis for the project design. Scale will be determined prior to commencement of survey.

B. Schematic Design

1. Develop up to three alternative, schematic concepts for addressing the deficiencies within the stair/sidewalk system. The alternatives should include estimates of probable construction costs and be able to define impacts to adjacent properties, if any.

C. Preliminary Design (80% Submission)

1. Prepare preliminary design plans based on the selected alternative. The plans shall include:
 - a. Existing conditions/removals plan
 - b. Layout plan
 - c. Existing and proposed grading including spot elevations where appropriate
 - d. Drainage system

- e. Plans and details for stairs, sidewalk, fencing, rails and other required site amenities
 - f. Erosion and sedimentation control plan
2. Prepare a detailed opinion of probable construction costs based on the preliminary design.
 3. Prepare the technical specifications for the proposed improvements based on Town of Windsor Engineering Standards and Specifications and CTDOT Form 816, modified as necessary.
 4. Meet with the town to review the preliminary design and the opinion of probable construction costs.

D. Final Design and Construction Documents

1. Address comments from the Preliminary Design phase.
2. Prepare the final plans for bidding and construction, incorporating the comments from the town staff on the preliminary design submission. The plans will include, but may not be limited to:
 - a. Existing conditions and removal plan
 - b. Layout plan including coordinate geometry
 - c. Existing and proposed grading plan
 - d. Drainage plan
 - e. Plans and details for stairs, sidewalk, fencing, rails and other required site amenities
 - f. Erosion and sedimentation control plan
 - g. Technical specifications
3. Prepare a final opinion of probable construction costs for the proposed improvements.
4. Provide the town with final, bid-ready construction documents suitable for seeking competitive bids for the work.

E. Deliverables

1. Schematic Design – The Consultant shall provide three sets of all submittal materials for review.
2. Preliminary Design Phase - The Consultant shall provide three sets of all submittal materials for review.

3. Construction Documents Phase - The Consultant shall provide two sets of plans, cut sheets/details, cost estimates and other supporting documentation for final review. The Consultant shall provide one set of plans and cost estimates for bidding in Adobe Acrobat's portable document format (pdf). The technical specifications shall be provided in MS Word format.

F. Meetings

1. Attend up to four meetings with the Town of Windsor during the various phases of design.

4. TERM OF CONTRACT

The term of the contract to perform these consulting services will be as negotiated between the Town of Windsor and the selected Consultant.

5. CONTRACT MANAGEMENT

The selected firm will assign one qualified individual, who will be the firm's contact person responsible for directing and coordinating the activities of the firm's personnel and subcontractors in all aspects of the project.

6. EVALUATION AND AWARD

The consultant will be selected on the basis of the following criteria:

- The background, education, qualifications, and relevant experience of key personnel to be assigned to this contract
- Relevant experience of the firm
- Competitiveness of proposed fees and costs
- The consultant's proposed schedule for completion

The Town of Windsor may elect to meet with any, all, or none of the consultants prior to selection to clarify their proposal.

The Town of Windsor reserves the right to reject any or all of the proposals submitted. The Town of Windsor reserves the right to negotiate the cost of this proposal and to award the work to other than the firm with the lowest cost, if it is in the best interest of the Town.

7. PROPOSALS

The Town of Windsor will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

Respondents shall submit as their proposal the following:

Organization and Content:

- A letter of transmittal addressed to Robert A. Jarvis, Director of Public Works / Town Engineer, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFP and draft agreement.

- Provide a proposed schedule for completing the work, using a February 1, 2019 start date.
- Provide an organization chart indicating the names of all key persons and subcontractors.
- Provide a resume of the personnel to be assigned to the work, and a statement regarding the availability of key personnel.
- Provide a listing of all proposed subcontractors to be used on this work and the type of services the proposed subcontractor is to perform.

Fee Proposal

A cost proposal addressing the elements of the work to be performed shall be submitted. This proposal shall be in sufficient detail to include the task, number of hours, unit hourly rates and total proposal. The consultant shall indicate any and all costs, including subcontractors that are considered necessary for the completion of the project.

Proposals must be signed by an Officer of the Consulting Firm. Unsigned proposals cannot and will not be considered.

8. INSURANCE AND INDEMNIFICATION—SEE SAMPLE AGREEMENT



Washington Park

Lennox Avenue

Kellogg Street

Moorlands

Project Area

Hartford County, Connecticut

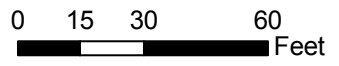
Lennox/Kellogg/Moorlands Stair Replacement

Property Boundaries not legally binding for title or zoning purposes.

Horizontal Datum is Connecticut State Plane Feet, NAD83

The Town of Windsor makes no warranty as to the accuracy, reliability, or completeness of the information and is not responsible for any error or omissions for results obtained from the use of the information.

1 inch = 46 feet



**DRAFT AGREEMENT
TOWN OF WINDSOR
SURVEY AND DESIGN SERVICES
LENNOX AVENUE/MOORLANDS STAIR REPLACEMENT**

THIS AGREEMENT entered into on the _____ day of {Month, Year}, by and between the TOWN OF WINDSOR and {CONSULTANT}, a company organized and existing under the laws of the STATE OF CONNECTICUT, having an office and place of business in the {City/Town} of {Name of City/Town}, State of {Connecticut} (hereinafter referred to as CONSULTANT).

WITNESSETH:

WHEREAS, the TOWN OF WINDSOR is requesting surveying and design services; and

WHEREAS the CONSULTANT represents that it is fully qualified in the State of Connecticut to provide the surveying services and all other services called for herein; and

WHEREAS, the parties now desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW THEREFORE:

In consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. STATEMENT OF WORK

The CONSULTANT shall provide survey services for the Town of Windsor, CT.

The CONSULTANT shall have sufficient staff to assure prompt delivery of services and completion of assigned tasks. The CONSULTANT will assign a CONSULTANT licensed by the State of Connecticut to be responsible for the services.

All work will be performed in accordance with all applicable local, state and federal laws.

The scope of services is further defined in the Request for Proposal, prepared by the TOWN OF WINDSOR, dated November 15, 2018, Exhibit A, and CONSULTANT'S proposal dated {date}, Exhibit B.

The agreed-to compensation for this work shall be a not-to-exceed amount of {\$000.000} for the work, including fees for professional services and direct costs, as shown in Exhibit B.

The CONSULTANT shall perform the work in conformance with the Term of the Contract in Exhibit A.

All such services shall be performed in accordance with the terms of this Agreement. The above shall hereinafter be referred to as the "Services".

ARTICLE 2. WARRANTY

All Services provided for herein shall be performed in the best workmanlike manner by persons qualified in the State of Connecticut to provide the Services rendered. To the extent that the TOWN OF WINDSOR requires it, and without cost to the TOWN OF WINDSOR, any defective Services which are a result of negligence or bad faith shall be corrected to the satisfaction of the TOWN OF WINDSOR.

ARTICLE 3. COMPENSATION

The TOWN OF WINDSOR agrees to pay the fixed sums of {\$000.000} for the work, including fees for professional services and direct costs, as shown in Exhibit B in full payment for services to be rendered by the CONSULTANT to the TOWN OF WINDSOR under this Agreement. The TOWN OF WINDSOR reserves the right to request substantiating information on any bill submitted. All invoices involving personnel charges will be certified as follows:

"I (name)_____, (title)_____duly authorized by (CONSULTANT)_____, do hereby certify that during the period covered by this invoice, all personnel, services and billing items identified relate solely to this project and accurately reflect the hours worked or services rendered".

(Signature) Name Date

The TOWN OF WINDSOR will, within 10 days after receipt of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the CONSULTANT, in writing, the reason for refusing to approve said invoice. In the latter case, the CONSULTANT will make the necessary corrections and resubmit the invoice. The TOWN OF WINDSOR will, within 30 days of an approved invoice, pay the amount to the CONSULTANT provided that the CONSULTANT shall have furnished the TOWN OF WINDSOR with a release of any and all claims against the TOWN OF WINDSOR, its officers and employees, arising under or by virtue of this Agreement.

ARTICLE 4. CHANGES

Any time during the performance of the Services herein, the TOWN OF WINDSOR shall have the right, by written order, to make changes in, omissions from, or require additions to the

Services, hereinafter collectively referred to as "Changes". In the event that such Changes require additional services by the CONSULTANT, to the extent practicable, the CONSULTANT and the TOWN OF WINDSOR shall first agree upon the compensation to be paid to effect said Changes. If not practicable to first agree upon the compensation to be paid, then upon completion of Services herein, CONSULTANT shall be entitled to present to the TOWN OF WINDSOR, and the TOWN OF WINDSOR shall consider, a claim for an equitable increase in compensation for Services rendered because of such Changes. Such claim shall be supported by such data and information as the TOWN OF WINDSOR may require. Any such claim by CONSULTANT for an equitable increase in compensation shall be promptly made in accordance herewith, and in any event not later than thirty (30) days after the completion of the Services. The acceptance by CONSULTANT of final payment hereunder shall be held to be a waiver and release of any and all claims against the TOWN OF WINDSOR under or by virtue of this Agreement. Upon such final payment, the TOWN OF WINDSOR shall be furnished with a full release from CONSULTANT.

ARTICLE 5. STATUS OF PARTIES

The relationship of CONSULTANT to the TOWN OF WINDSOR shall be that of an independent contractor, and nothing herein shall be construed as creating any other relationship.

ARTICLE 6. INSURANCE

CONSULTANT agrees to secure and protect itself and shall secure and indemnify the TOWN OF WINDSOR directors, officers and employees from any liability, claim of liability, expense, cause of action, loss or damage whatsoever for any injury including death to any person or property in the performance of this Agreement arising from the negligence of CONSULTANT. CONSULTANT agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to the TOWN OF WINDSOR covering all Services to be performed under this Agreement:

After executing this Agreement, but prior to starting the Services, the CONSULTANT shall furnish Certificates of Insurance, including Automobile, Commercial General Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

1. Commercial General Liability Insurance:

The CONSULTANT shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises,

operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

2. Commercial Automobile Liability Insurance

The CONSULTANT shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

The CONSULTANT shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

The CONSULTANT shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the TOWN OF WINDSOR and shall provide no less than thirty (30) days' notice to the TOWN OF WINDSOR in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the TOWN OF WINDSOR as an additional insured.

Certificates of Insurance, acceptable to the TOWN OF WINDSOR shall be delivered to the TOWN OF WINDSOR prior to the commencement of the Services and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the CONSULTANT shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

ARTICLE 7. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the TOWN OF WINDSOR and its agents and employees from and against all claims, damages, losses and expenses, including

attorney's fees arising out of, or resulting from the negligent performance of the work.

ARTICLE 8. SUBCONTRACTORS

Should the CONSULTANT elect to use Subcontractors for work associated with executing the Services, the CONSULTANT shall present to the TOWN OF WINDSOR the name of the Subcontractor(s), the work the Subcontractor is expected to perform, and submit copies of the Subcontractor's insurance which shall conform to those insurance requirements outlined above. The TOWN OF WINDSOR reserves the right to reject a Subcontractor submitted for approval. The CONSULTANT will be fully responsible for all acts and omissions of Subcontractors or persons directly or indirectly employed by them, and of persons whose acts, any of them, may be liable to the same extent that he is responsible for acts and omissions directly employed by him. Nothing in terms of the Agreement shall constitute any contractual relationship between any Subcontractor and the TOWN OF WINDSOR, or any obligation on the part of the TOWN OF WINDSOR, to pay or to see to the payment of any moneys due to any Subcontractor, except as may otherwise be required by law. The CONSULTANT agrees to specifically bind every Subcontractor to all applicable terms and conditions of this document and the Agreement. Every Subcontractor, by undertaking to perform any of the work, will thereby automatically be deemed to be bound by such terms and conditions.

ARTICLE 9. RIGHT OF ENTRY

The TOWN OF WINDSOR will grant to the CONSULTANT, its Agents, Employees, Contractors, and Subcontractors, the right to enter onto land the TOWN OF WINDSOR owns or has easements or other rights to for the purpose of performing all acts, studies and research, including the making of test borings and other explorations required by the Agreement.

ARTICLE 10. SURVEYS

The CONSULTANT is responsible for all survey information relating to the horizontal or vertical information in the field.

ARTICLE 11. SAFETY AND PROTECTION EMERGENCIES

The CONSULTANT will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work outlined. All necessary precautions for safety of and protection to prevent damage, injury or loss to all employees and other persons who may be affected by the work the CONSULTANT is performing. The CONSULTANT will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It is not expected that the use of explosives or other hazardous material will be necessary in the prosecution of the work. Any use of such material shall be requested in

advance, in writing, and shall be done in accordance with all applicable rules governing such material use.

ARTICLE 12. TERMINATION

The TOWN OF WINDSOR may at any time for its convenience and at its option, after giving CONSULTANT a two (2) day written notice, terminate this Agreement and the performance of the Services called for herein in which event the TOWN OF WINDSOR agrees to pay CONSULTANT a sum for such portion of the Services as CONSULTANT shall have performed up to the time of such terminations, as determined in accordance with Article III herein.

ARTICLE 13. MEDIATION

Consistent with the spirit and cooperation with which the parties are entering into this Agreement, the parties establish the following procedure to encourage the resolution of any differences that may arise:

- (a) Mediation.** All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to a judicial process.

- (b) Equitable Relief.** Nothing herein shall prevent either party from obtaining a court order enforcing the mediation arbitration process and such other temporary or equitable relief until such time that the dispute is settled or there is an arbitration award.

ARTICLE 14. SPECIAL PROVISIONS

CONSULTANT agrees to comply with all Equal Employment Opportunity state and federal regulations and laws as may be applicable to the CONSULTANT and will do nothing to cause the TOWN OF WINDSOR to come into violation of said regulations and laws and order.

ARTICLE 15. COMPLIANCE WITH THE TOWN OF WINDSOR CODE OF ETHICS

No former town employee in administrative pay grade 3 or above and no former board of education employee in a cabinet level position or above shall work for a private firm who has a contract with the town any time within six months after terminating service with the town. If this occurs, the vendor could be subject to penalties up to and including contract termination. (Chapter 2, Article IV, Section 11. Sec. 2-30.)

ARTICLE 16. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the TOWN OF WINDSOR and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the TOWN OF WINDSOR and CONSULTANT.

ARTICLE 17. DOCUMENTS

Ownership of all documents prepared under the terms of this Agreement shall be with the Town of Windsor.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

TOWN OF WINDSOR

{CONSULTANT}

By: Peter Souza
Title: Town Manager

By:
Title: