



Town of Brookfield

**Land Use Office
100 Pocono Road
Brookfield, CT 06804
P (203) 775-7316
F (203) 740-7677**

**Bid Request for Engineering Services
Bid Request #T-19-09
Streetscape, Phase 3**

**INVITATION TO
BID**

This is a request for sealed bid proposals for engineering services for Streetscape, Phase 3 in the Town Center District in Brookfield, CT.

**AFFIRMATION OF
BIDDER**

The bidder affirms and declares:

- 1) That this bid is executed and signed with full knowledge and acceptance of the Instructions, General Terms & Conditions and Bid Specifications which are made a part of the agreement.
- 2) That should any part of this bid be accepted in writing by the Town of Brookfield (“Owner” or “Town”) within thirty (30) calendar days from the date below, said bidder will furnish and deliver the services for which this bid is made, in the quantities and at the prices bid, and in compliance with the Specifications.

INSTRUCTIONS

Sealed bids must be mailed or hand delivered to Mr. Jerry Gay, Purchasing Agent, 100 Pocono Rd., Brookfield, CT 06804 no later than 11:00am on February 13, 2019 at which time the bids will be opened in room 129 at Brookfield Town Hall. Bids received later than that time and date may not be considered. The Owner may require further information and references from any company submitting a bid. The Owner reserves the right to amend and/or cancel this Bid Request prior to the delivery deadline and to make any award as to what is in its best interest. Bidders can call Greg Dembowski at 203-740-3865 or email him at gdemkowski@brookfieldct.gov with questions regarding this bid request. Streetscape Phase 2 construction plans will be made available upon request. This bid award is subject to securing WESTCOG funding approvals.

GENERAL TERMS AND CONDITIONS

All bids are subject to the General Terms and Conditions, and specifications as provided.

Taxes

The Owner is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut.

Award

The Owner reserves the right to make an award which, in its judgment best meets the specifications and is deemed in its best interest. The Owner reserves the right to increase or decrease all quantities indicated in this bid and to reject any or all bids, in whole or in part; to award any item, group of items or total unless otherwise specified by the Bidder, and to waive informality or technical defects, if, in his judgment, the best interests of the Town of Brookfield will be so served.

Permits

It is the responsibility of the successful Bidder to obtain all Federal, State and local permits when needed. All fees imposed by the Owner, for permits issued will be waived. All State or Federal permitting fees to be collected by the Town will not be waived.

Hold Harmless & Indemnification Agreement

The Bidder assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify the Owner, its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this bid.

Anti-Trust Claim Assignment Clause

The contractor or subcontractor offers and agrees to assign to the Owner, all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town of Brookfield awards or accepts such contract, without further acknowledgement by the parties.

Non-Discrimination Clause

Pursuant to Section 4a-60 and 4a-60a of the Connecticut General Statutes as amended by Public Act 07- 142 and 07-245, the bidder agrees and warrants that he or his subcontractors will in the performance of the contract not discriminate or permit discrimination against any person or group of people on the grounds of race, color, religious creed, age, marital status, civil union, national origin, ancestry, sex, sexual orientation, mental retardation, including physical disability unless it is shown by the contractor that the physical disability prevents performance of the work. In addition, the contractor agrees to comply with all other provisions of the aforementioned statutes.

Prior to entering into a contract and the issuance of a purchase order, the bidder shall provide to the Town documentation such as a company or corporate policy adopted by the governing body that supports the nondiscrimination agreement and warranty as stated above. The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testified or assisted in any proceeding under

Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such a manner as not to restrict or discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

Safety Standards

All Bidders and their employees, agents and subcontractors are required to comply with all EPA, NFPA and OSHA safety standards at all times while working on site, and if found to be in non-compliance may be removed from the work site, as well as subject to forfeiture of payment and/or contract termination. The Owner reserves the right to inspect the work site at any time for safety compliance. The Owner may require the contractor as well as any agents and subcontractors to provide a copy of their OSHA 300 log for the three previous years for review.

Payment Terms

The Town shall pay undisputed portions of each progress invoice within thirty days of invoice.

Liability Insurance

The Terms and Conditions require the Bidder awarded the contract to maintain in force during the performance of the work policies of workers compensation insurance, employers liability, bodily injury liability and property damage insurance covering the operations of the contractor and the use of all motor vehicles employed by the contractor. A certificate of insurance evidencing this fact that the Bidder has secured the required insurance shall be filed with the Owner at the time of the execution of this contract. It is further required that the Owner be named as an additional insured. This should be shown under the description of operations portion of the certificate of insurance. All certificates should also indicate a notice of cancellation complying with state statute.

Minimum Requirements for Certificate of Insurance

1. Commercial General Liability
 - a. General Aggregate: \$2,000,000.
 - b. Product/Completed Operations Aggregate: \$1,000,000.
 - c. Occurrence Aggregate: \$1,000,000.
2. Automobile Liability
 - a. Liability Limit: \$1,000,000.
3. Excess (Umbrella Liability) Liability
 - a. The requirement that an umbrella policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.
4. Workers Compensation & Employers Liability
 - a. Per Connecticut Statutes
5. Professional Errors & Omissions Insurance
 - a. \$1,000,000

BID SPECIFICATIONS

Introduction

The Owner is seeking to engage a Professional Consulting Engineering firm (Firm) to provide complete and comprehensive consulting engineering and design services for the procurement of

permits and preparation of Contract Documents (plans, specifications and estimates) for the design of Streetscape Phase 3 in Brookfield, CT. The Firm may also perform design services during construction including, but not limited to: shop drawing review, change order preparation and design revisions. These Construction Administration services shall be paid for at the hourly rates submitted as part of his Proposal (see Attachment A).

The project shall be designed in accordance with all Local, State and Federal standards and guidelines..

All work shall be performed and designed in accordance with:

1. CTDOT's Consultant Administration and Project Development Manual
2. CTDOT's Highway Design Manual
3. CTDOT's Drainage Design Manual
4. CTDOT Form 817 and Supplements
5. Public Right-Of-Way Accessibility Guidelines (PROWAG)

The estimate of probable construction cost is currently estimated to be approximately \$1,100,000.

The Firm will be evaluated and selected based on their design and technical competence, the capacity and capability to perform the work within the time allotted, the qualifications of the personnel available for assignment to this project, the demonstrated ability of the designated project manager/director, past record of performance, their understanding of this specific project and a suggested approach to meet or advance the already aggressive design schedule, knowledge of Federal, State and Town procedures and experience with CTDOT's Local Roads Unit.

Compensation for this assignment will be measured by progress on a Lump Sum basis. Disbursement of payments shall be made when each of the eight (8) Deliverables are achieved.

Compensation for additional unanticipated services (i.e., Deliverable 9), other than those specifically set forth elsewhere herein, and so authorized, would be established based on the submitted hourly rates. The hourly rate(s) must be included in Attachment A as part of the Proposal. The hourly rates must be identified for all employee classifications anticipated to work on this project. Annual adjustment will not be made to the hourly rates submitted.

Firms responding to this request should be of adequate size and sufficiently staffed to perform the assignment described herein.

The Owner will not be responsible for any costs incurred; by any proposer; for the preparation and submission of a Proposal in response to this Request.

The selected Firm must meet all applicable Federal, State and Town Affirmative Action and Equal Employment Opportunity practices, however, there are no specific DBE, MBE, WBE or SBE set aside requirements for the design phase of the project. Current Federal GSA Forms 254 and 255 WILL NOT be required as part of this submission package.

Information Submission Required

General information on the Firm, including relevant experience and proposed sub consultants, the firm's brochure, and resumes of key personnel available for assignment to this project, a copy of their most recent "Pre-Qualifications Letter(s)" from the Connecticut Department of Transportation. Firms submitting on this project must demonstrate an extensive working knowledge of CTDOT's LoTCIP Program, have working experience with the Local Roads (Consultant Design) Unit and have a clear understanding of the Department's Consultant Administration and Project Development Manual and project review process. Additionally, all Bidders must submit a statement outlining the organizational structure under which the firm proposes to conduct business. Proposed sub-consultants and their prior project experience with the prime consultant must be clearly identified. The relationship to any "parent" or any subsidiary firm, with any of the parties concerned must be clearly defined.

Project Description

The Town of Brookfield, located in northern Fairfield County with a population of approximately 17,000 updated its Plan of Conservation and Development (POCD) in 2015. The POCD lists as a high priority a Revitalization Plan for the Four Corners area in the Town Center District (TCD). In 2015 Zoning regulations were created for the TCD to attract commercial and residential development and New England-style architectural design standards. The Plan calls for sidewalk and roadway improvements, including sidewalk lights, benches and a bicycle path, all to encourage pedestrian traffic and increased safety. Phase 2 of the Streetscape Project was approved by Conn DOT and construction is scheduled for completion in the summer of 2019.

This Project, Streetscape Phase 3, is an extension of Phases 1 and 2, on State Route 202, and Old Route 7 and Laurel Hill Roads. And include the following:

1. A sidewalk and bike path design consistent with Phases 1 and 2 approximately 170 feet south on State Route 202, 700 feet on both sides of Old Route 7 and 600 feet on Laurel Hill Rd. The design must include a crosswalk on Route 202 to the Still River Greenway trail and a pocket park at 756 Federal Rd.
2. Suggested locations for wayfinding signs, benches, bike racks and landscape improvements. Street furniture must be located on private property.
3. Sidewalk lights, curbing, pavers, snow shelf, crosswalk design consistent with Phase 1.

Construction and ROW acquisition costs are eligible for funding under the LoTCIP Program administered through the Ct. Department of Transportation (CTDOT). The Owner will be responsible for 100% of the costs for design engineering and project management.

The Guiding Principles For This Design Are:

1. All work must be performed in full conformance with FHWA and CTDOT standards.
2. All design work must be responsive to the fact that Federal Road is a state highway and thus is under the jurisdiction of CTDOT.
3. All design work must be financially feasible, permissible, constructible and context sensitive.

Consulting Engineering Services Required

The selected Firm must be capable of providing the full range of engineering services as outlined in CTDOT's Consultant Administration and Project Development Manual.

During the duration of the Contract, the Firm may be required to submit written project status reports to demonstrate progress. Additionally, a representative of the Firm may be required to meet with the Project Manager to discuss the project status.

The following is the list of the anticipated Scope-of-Services for this design assignment. Specific tasks include, but are not limited to, the following:

I. Survey & Mapping

- A. The Firm shall perform comprehensive ground survey and mapping in sufficient detail and within the required limits to accurately depicts the existing conditions for all areas of proposed improvements. The mapping shall depict all topography, physical improvements, utilities, street lines, property lines, easements, etc. within and adjacent to areas of improvements. The map shall include establishing vertical control, baseline stakeout, profiles, cross-sections, depicting drainage structures with inverts, utility castings and the coordination with various utility companies to determine the location and identification of above- and below-ground utilities.

The mapping shall depict the adjacent property owners and accurately depict the adjacent right-of-way line in critical areas where the proposed work will occur. Vertical datum shall be consistent with the latest FEMA Flood Insurance Rate Maps. Adequate horizontal and vertical control shall be set to facilitate construction layout.

The Firm will also be required to prepare the necessary property maps required for all easements required for the project. For the purpose of estimating, assume acquisition maps will be required for 2 parcels. The Land Use Department will make available all available survey and mapping it possesses.

- B. Collect data relative to above- and below-ground utilities which have services in the area. All utility frames and covers potentially affected by construction shall be field located and mapped.
- C. Engage the service of a Certified Soil Scientist to investigate and flag the boundaries of regulated inland-wetlands (both Connecticut State boundary and U.S. Army Corps of Engineers boundary), if appropriate. These "flagged-wetlands" shall be recovered by the Firm's surveyor and incorporated into the Base Map. The limit of wetland flagging shall be the project area and sufficient to depict the 75-foot upland review area where it will be effected by the project.
- D. The relocation of utility poles, catch basins fire hydrants and other obstructions to accommodate the sidewalk layout.

II. Preliminary Engineering

- A. Attend a project kick-off meeting with the Town and CTDOT Liaison to verify project scope and schedule.

- B. Conduct field investigation of the project area to confirm the limits of the proposed enhancements and trail routes.
- C. Meet with the Project Manager as needed to discuss the current status of the project.

III. Design Progression

- Coordinate with utility companies relative to relocation or impact to their facilities, as required. This shall include meeting with the Eversource for the illumination component of the project. The Consultant shall assess the feasibility of relocating all overhead utilities off the sidewalk. This work includes meeting with utility company representatives, confirming the scope of work required to accomplish this.
- A. Work with CT DOT to prepare all necessary permit applications for the Town to construct in the State Right of Way. The Owner will be responsible for acquiring all private property easement agreements necessary to construct this Project. The Firm will be required to attend CT DOT meetings and/or participate in conference calls.
 - B. Submit preliminary design (30% complete) report, cost estimate and plans to the CTDOT Liaison and Project Manager for review and comment. The preliminary plans are expected to include, but are not limited to: roadway layout, grading and drainage plans, landscaping plans, erosion and sedimentation control plans, illumination plans, signing and pavement marking plans, profile sheets, typical and critical cross-sections, and construction details. Ten (10) paper copies shall be included in this element. Reproduction costs shall be included in the consultant's base bid.
 - C. Participate in an official public information meeting sponsored by the Town including: coordinating with CTDOT regarding the content of the presentation, preparing graphic illustrations of the proposed improvements. It is assumed that the Town will be responsible for identifying the owners of adjacent properties and all legal notices associated with the meeting.
 - D. Respond to CTDOT, CTDOT Liaison and Project Manager comments and incorporate revisions into the plans.
 - E. Obtain any required permits from regulatory agencies that may have jurisdiction over the project. This will include the preparation of all necessary applications, maps, studies and related materials as may be required to obtain all necessary local, state and Federal permits for the project.
 - F. Submit semi-final design plans (60% complete), report, special provisions, supplemental conditions and engineers cost estimate. Ten (10) paper copies shall be included in this element. Reproduction costs shall be included in the Firm's Proposal.

- G. Meet with the Owner periodically, during this phase, to discuss the current status of the project and to evaluate the project billings (for design work) versus the reported percentage complete.

IV. Final Design/Preparation of Construction Documents

- A. Finalize the construction drawings.
- B. Provide applicable CTDOT Standard Drawings in paper and PDF format.
- C. Finalize Construction Documents including Supplemental Conditions and technical Special Provisions to supplement Connecticut Department of Transportation's Form 817, with all pertinent and subsequent updates.
- D. Submit final design plans (90% complete), report, special provisions, supplemental conditions and engineers cost estimate. A minimum of ten (10) paper copies shall be included in this element. Reproduction costs shall be included in the Proposal.
- E. Respond to CTDOT and Project Manager comments and incorporate revisions into the Final Construction Document. All documents prepared must be properly signed and sealed by a CT Licensed Professional Engineer.
- F. Submit electronic files of the full Contract Documents for advertising and bidding purposes. When requested, the Firm shall provide the Town with the originals, on Mylar and in an electronic format, for all the Contract Documents, at no additional cost.
- G. Assist the Town during the bidding process in answering the bidders'/contractors' questions, issuing clarifications and addendums, and in reviewing the submitted bids to justify the bids per CTDOT policy.

V. Design Services During Construction

This work may include shop drawing review, change order preparation and coordination with the contractor at the Town's request during construction to address design revisions. Design revisions may include plan revisions, coordination with regulatory agencies and meeting attendance.

Project Deliverables

Based on the anticipated scope of services, the Firm is expected to deliver the following.

1. Existing Conditions Base Mapping
2. Preliminary Design Report.
3. 30% Design Submission in accordance with CTDOT standards.
4. 60% Semi-final Design Submission in accordance with CTDOT standards.
5. 90% Design Submission with Cost Estimate in accordance with CTDOT standards.
6. Final Design with Cost Estimate in accordance with CTDOT standards.

7. Utility and sidewalk ROW easement maps completed.
8. Contract Documents Submission with Supplemental Conditions, Special Provisions, CTDOT Standard Drawings and Engineer's Estimate.

Selection Procedure

All bids submitted will be reviewed and evaluated by a Selection Committee that will be established by the Owner. The Firm best meeting the Selection Criteria will be recommended to the Owner for approval. The Town reserves the right to make an award as to what is in its best interest.

Criteria for Selection

Proposals will be evaluated based upon the following Technical and Cost items:

- Technical Evaluation (50 points) – to be rated at the mandatory interview with Owner.
 1. Capacity and capability of the Firm to perform within the time allotted. (20 points)
 2. The Firm in charge of the project must be able to demonstrate design and technical competence and expertise in roadway design projects. (10 points)
 3. Knowledge of Federal, State and Town procedures, especially experience with CTDOT's Local Roads Unit. (10 points)
 4. Past record of performance - the Firm shall provide a list of similar projects (with references including addresses and phone numbers), completed by the firm within the last five years. (5 points)
 5. The Firms demonstrated understanding of this specific project and their approach to the design process. (5 points)
- Cost - Attachment A

The hourly rates will be utilized for invoicing Construction Administration services as described herein. These rates shall also be used for extra work fees, for tasks not included in this scope, should they be determined to be necessary.

Annual adjustment will not be made to the hourly rates submitted in the proposal.

Basis of Award

The firms with the 7 highest Technical Evaluation scores will posted on the Town's website (<http://www.brookfieldct.gov>) on the Legal Notice/RFP page. A firm having the highest Technical Evaluation score and lowest Cost will be considered the highest responsive and responsible proposer and will be recommended to the Owner for award. The Owner, however, shall make the final decision.

Inquiries

Questions concerning this Proposal and work prescribed should be submitted to the Project Manager.

Time to Complete Assignment:

The following tentative schedule, with milestone points has been established:

Bid Deadline	02/12/2019
Bid Selection No Later Than	03/22/2019
Deliverable #1: Existing Conditions Base Mapping	04/25/2019
Deliverable #2: Preliminary Design	06/10/2019
Deliverable #3: 30% Design Submission	07/19/2019
Deliverable #4: 60% Semi-Final Design Submission	09/13/2019
Deliverable #5: 90% Design Submission & Cost Est.	10/04/2019
Deliverable #6: Final Design Submission	10/31/2019
Deliverable #7: All ROW Easement Maps Complete	04/25/2019
Deliverable #8: Submit all Contract Documents	12/06/2019
Public Bid Notice	01/24/2020
Bid Awarded/Construction Contract Signed	03/15/2020
Start Construction	05/15/2020
Complete Construction	09/01/2020
Project Acceptance/CloseOut	11/01/2020

Note: As part of the Bidders Cost Proposal, they shall submit a detailed proposed work schedule, with milestone target dates, for the performance of the design work associated with this project.

Attachment A: Cost Streetscape Phase 3

FIRM NAME: _____

Deliverable	Description	Lump Sum Cost		
1	Existing Conditions Base Mapping	\$		
2	Preliminary Design	\$		
3	30% Design Submission	\$		
4	75% Semi-Final Design Submission	\$		
5	90% Design Submission & Cost Est.	\$		
6	Final Design Submission	\$		
7	All ROW Easement Maps Complete	\$		
8	Submit all Contract Documents	\$		
9	Construction Administration & Additional work if required to be based on hourly rates submitted below			
	Employee Classification	Est. Hours	Hourly Rate	Estimated Extended Cost
	a. Clerical/Secretarial			\$
	b. Staff Engineer			\$
	c. Project Manager			\$
	d. Principal Engineer			\$
	e. Staff Surveyor			\$
	f. Licensed Land Surveyor			\$
	g. Construction Inspector			\$
	h. Chief Inspector			\$
Total Cost				\$

Exceptions

The Firm proposes the following exceptions for this project. Any and all price changes related to these exceptions are specifically stated herewith.

Exception

Price Change (Show + or -)