

REQUEST FOR QUALIFICATIONS FOR ON CALL ENGINEERING SERVICES

The Town of Canton, Connecticut, including its Land Use and Public Works Departments, (hereinafter “Town”) are seeking Engineering Services to assist the Town in reviewing land use applications and providing engineering services in connection with municipal projects. The Town is seeking responses from both small and single person engineering firms along with larger multi-disciplinary firms (hereinafter “Consultant”). A general description of these services is outlined below.

Scope of Work

The Consultant(s) selected will be directly responsible for the following activities:

- Perform technical reviews of Land Use applications;
- Prepare and submit detailed reports to the Town analyzing the impact of the proposed applications upon the Town and its resources, highlighting any anticipated adverse impacts resulting from the proposed activity, and evaluating compliance with the applicable regulations and standards;
- Attend Town Agency meetings and give testimony on behalf of the Town;
- Prepare and/ or review surety bond estimates for Subdivision construction, Wetlands Permit activities, Site Plan construction and Special Exceptions construction. Make recommendation for bond reductions during constructions;
- Inspect construction of public and private improvements for Subdivisions, Site Plans and Special Permits as required or directed;
- Conduct construction and post construction inspection and monitoring services for compliance with Land Use approvals when required;
- Provide engineering services to Town Departments for municipal projects when required; and
- Perform such other tasks as the Town may from time to time require.

Consultants must be knowledgeable in regulations that govern wetlands, subdivision and zoning in the State of Connecticut, and have extensive experience in dealing with land use, conservation and development issues. Consultants should have demonstrated experience in representing Land Use Regulatory Agencies, including Planning and Zoning Commissions and Wetlands Agencies. Any multidisciplinary engineering firm or team should include technical experts in: site plan review; civil engineering and surveying; traffic; noise, light, hydrology/ hydrogeology/geology; soils science, flora and fauna; sanitation; geotechnical/ structural engineering; architecture; landscape architecture; storm water, water and waste water quality; or other technical expert that may be required, or the ability to obtain such experts as a sub consultant in a quick and efficient manner. Any smaller firm must have experience in civil engineering and be familiar with the Land Use Regulatory process.

Submission of Statement of Qualifications

Five (5) copies of the Statement of Qualifications describing the Consultant, its experience in regard to scope of work with examples of such projects, special expertise and strengths, and a fee schedule must be submitted **by 4:30p.m., Thursday, December 5, 2019** to: Chief Administrative Officer of the Town of Canton, 4 Market Street, Collinsville, CT 06019.

The five (5) copies of the Statement of Qualifications and other material submitted to the Town of Canton will be retained by the Town and will not be returned to prospective Consultants responding to this Request for Qualifications (RFQ).

The Statement of Qualifications should describe the following:

- (1) The general and special skills of the consultant firm;
- (2) The experience of the consultant in regard to projects of this nature;
- (3) The project director, personnel who will be actively involved in the project including additional personnel who will be available and may become involved in the project;
- (4) The professional qualifications of the person or personnel who will be involved in the project;
- (5) A proposed fee schedule (hourly or alternate fee proposal);
- (6) 4 references;
- (7) A list of municipalities, inclusive of contacts, for which similar services are currently being provided or have been provided;
- (8) Certificate of liability insurance; and,
- (9) Any additional information that will assist in evaluating the qualifications of the Consultant.

Consultants with questions regarding the submission requirements may contact the below individual *via email only* (telephone inquiries related to proposal requirements shall not receive a response):

Neil S. Pade AICP,
Director, Planning and Community Development
Town of Canton
npade@townofcantonct.org

Additional Responses

Interested Consultants may submit responses for portions of this RFQ or alternate proposals. Separate fees shall be provided for alternate proposals and any scope of work not included as part of this request. Alternate proposals must provide a clear description of tasks to be completed, a detailed approach in how such tasks will be completed, in addition to proposed deliverables.

Posting

An electronic copy of this request for proposals, along with any changes, will be posted on the Town web page (<http://www.townofcantonct.org>).

Addendum(s) to this RFQ may be issued by the Town. When issued, addendum(s) will be posted on the Town's website under the "Request for Proposals" link. It is the Consultant's responsibility to check to see if RFQ addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

Selection of Consultant(s)

The Town of Canton is issuing this RFQ for the purpose of determining the benefits of retaining Consultants to provide the services described in this Scope of Services and reserves the right to reject any or all Statements of Qualifications and to amend this Scope of Services in the process of selecting a Consultant. The Town of Canton reserves the right to enter into a contracted service agreement with more than one Consultant as may be required to ensure the fair due process of the application review process and to meet the specialized needs of the Commission.

Selected Consultant(s) will immediately enter into negotiations with the Town to formalize an executed agreement.

All submissions shall be final and binding on the Consultant for acceptance by the Town for 120 days from the RFQ closing date and time.

A Consultant filing a Statement of Qualifications thereby certifies that no officer, agent or employee of the Town who has a pecuniary interest in this RFQ neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Consultant of the same call for proposals, and that the Consultant is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

Consultants must fully disclose, in writing to the Town on or before the closing date of this RFQ, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the consultant were to become a contracting party pursuant to this RFQ. The Town shall review any submissions by consultants under this provision and may reject any proposals where, in the opinion of the Town, the consultant could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the consultant were to become a contracting party pursuant to this RFQ.

Consultants shall make all investigations necessary to inform it regarding the service(s) to be performed under this RFQ.

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any Consultant who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

The Town is issuing this request for qualifications for the purpose of determining the benefits of retaining consultants to provide the services described in this Scope of Services and reserves the right to reject any or all responses and to amend this Scope of Services in the process of selecting a Consultant. The Town reserves the right to enter into a contracted service agreement with more than one consultant, to divide up services, and to include or not include portions thereof, within any such service agreement as may be required to meet the specialized needs of the Town.

The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of the Town. The Town reserves the right to negotiate with one of more Consultant as it sees fit. Proposal will be evaluated based on what is in the best interest of the Town. Costs will not be the sole factor in evaluating qualifications. No contracts rights shall accrue to a Consultant unless and until the Town and the Consultant execute a binding contract.

All costs incurred in the preparation of the Statement of Qualifications will be borne entirely by the individual/ firm submitter.

All responses submitted become property of the Town.

All responses submitted information contained therein, and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Small businesses and Minority and Woman Business Enterprises are encouraged to consider submitting qualifications for consideration. The Town is an Affirmative Action - Equal Opportunity Employer.

The individual or firm selected will be required to abide by the Town of Canton Municipal Code of Ethics.

Terms

The On Call Consultant Services to the Town of Canton Commission/ Agency shall be established for a 12 month period based on an annually progressive rate. At the end of the 12 month period such agreement between the Consultant(s) and the Town may be extended for one additional 12 - 36 month period, based on the successful performance of the Consultant(s). If no extension is granted, the Request for Qualifications shall be re-issued. Selected consultants shall be subject to an annual evaluation by the Town in addition to the terms of contract service agreement. Such contract shall not occur for more than 4 consecutive years without the RFQ being reissued and a new contract has been established through a competitive process.

In specific instances where the request for on call services is made, selected Consultants shall be required to provide hourly estimates to carry out the specific request(s) on a case by case basis in advance of the execution of a specific work order, contract or authorization to proceed for that request.

All engineering services rendered under this Scope of Services shall be performed under the direct supervision of a principal engineer having at least ten years experience and licensed in the State of Connecticut.

Proposals shall be final and binding and may not be withdrawn or amended for one hundred and twenty (120) days from the date and time when proposal are due.

Selected consultants(s) shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits. Such coverage shall also include coverage for operations, completed operations, products and contractual liability insurance. Such policy shall name the Town of Canton as

additional insured and shall be primary and noncontributory to any valid and collectible insurance carried by the Town.

Selected Consultants(s) shall provide errors and omissions liability insurance covering the Consultant and the Town against loss for financial damages resulting from legal expenses and costs the Town may incur by fines, and penalties assessed against the Town through administrative or judicial proceedings caused by errors or omission in the billing by the Consultant in the amount of one million dollars (\$1,000,000) each wrongful act and \$1,000,000 in the aggregate.

Selected Consultant(s) shall provide the Town with a certificate verifying such coverage before commencing services under this RFQ. Such policy shall require thirty (30) days' notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. Any of the above insurance requirements may be waived at the discretion of the Chief Administrative Officer.

Any person contracting with the Town must, to the fullest extent permitted by law, indemnify, defend and hold harmless the Town and its agents and employees from and against all claims, damages, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected Consultants shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected Consultants' defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of a selected Consultant, or anyone directly or indirectly employed by a selected Consultant, or anyone for whose acts as a selected Consultant is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or a selected Consultant under Workers' Compensation Acts, disability benefits acts or other employee benefit acts.

Dated at Canton, CT this 31th day of October, 2019

Robert Skinner
Chief Administrative Officer