



Town of Stafford

REQUEST FOR PROPOSALS (RFP)

RFP NO. 22-201

The Town of Stafford is accepting Proposals on the following:

LEVINTHAL RUN WALKWAY DESIGN ENGINEERING
Stafford Springs, CT

All proposals must be made in accordance with Stafford bidding ordinance 11-5 supplied by:

The Town of Stafford
Department of Public Works
Town Hall, 1 Main Street
Stafford Springs, CT 06076
www.staffordct.org

The Town of Stafford is an Equal Opportunity/Affirmative Action Employer.

All proposals must be received by the Proposal Due Date of: October 27, 2022

TOWN OF STAFFORD, CONNECTICUT
REQUEST FOR PROPOSALS

LEVINTHAL RUN WALKWAY DESIGN ENGINEERING
RFP 22-201

Request for Proposal packets will be available on Thursday, October 13, 2022, and may be obtained online at <http://www.staffordct.org>. No hard copies will be available.

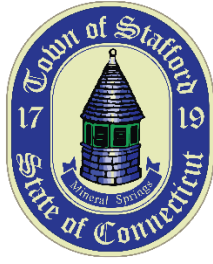
There will be no pre-proposal meeting. It is expected that each bidder be acquainted with the Town of Stafford and the conditions related to the Levinthal Run Walkway Project. Contractors are encouraged to visit Levinthal Run on their own to become familiar with the location. There will be no public bid opening. Bidders may request a summary of bids by emailing dpw@staffordct.org.

Request for Proposals are due on Thursday, October 27, 2022, in the Public Works Department, Town of Stafford Town Hall, 1 Main Street, Stafford Springs, CT 06076 by 2:00 pm.

The Town of Stafford reserves the right 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 firm which in the opinion of the Town presents the best value to the community in terms of experience, cost and ability to complete the tasks in a timely fashion and not necessarily the lowest bid.

Please note that Connecticut Prevailing Wages may apply in accordance with CGS, Title 31, Chapter 557, section 31-53 (all).

Dated this October 11, 2022
Town of Stafford



TOWN OF STAFFORD
INSTRUCTIONS TO BIDDERS

PROJECT TITLE:

Levinthal Run Walkway Design Engineering, 22-201

PROPOSAL DUE DATE:

Thursday October 27, 2022

All proposals should be sealed with the project title and RFP number clearly written on the front. They are to be delivered to the Public Works Department no later than 2:00pm. A formal opening will not be held, and prices will not be read. Facsimiles or emailed bids will not be accepted.

ESTIMATED TIME PERIOD FOR CONTRACT:

Approximately one (1) year with the option to extend. The Town reserves the right to extend the contract.

CONSULTANT ELIGIBILITY:

This procurement is open to those companies that satisfy the minimum qualifications stated herein and that are available for work in the State of Connecticut.

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Town of Stafford is initiating this Request for Proposals (RFP) to solicit bids from firms interested in providing engineering design and consultation services for the design of a proposed walking path next to or near Levinthal Run in Stafford, CT. Levinthal Run is a Town owned roadway approximately one mile long that provides public access to the Stafford High School, Stafford Elementary School, Stafford Middle School, Stafford Public Library, Stafford Board of Education Offices, and various sports fields and green space.

The Town intends to install a walkway along Levinthal Run to provide residents a path to travel and exercise off the existing roadway. This may include various stations located along the path that include sitting areas, exercise stations, and other structures. Funding for the construction of this project is likely to include a combination of town funding sources as a match to state or federal grant funding.

The Town intends to award one or more contracts to provide the services described in this RFP. Any contract awarded as a result of this procurement is contingent upon the availability of funding. The project may be phased to accommodate the accessibility of funding.

1.2 MINIMUM QUALIFICATIONS

Minimum qualifications of consultants include but are not limited to:

- Respondents should have experience performing transportation engineering and program management services relevant to the tasks outlined in the included Scope of Services.
- The consultant shall demonstrate sufficient staff resources, with appropriate qualifications/accreditations, either in-house or through subconsultants, to be able to perform the duties as described in this RFP in the time frame required.
- GSA Standard Form 330 for the Consulting firm(s)/team. The firm shall have demonstrated experience providing similar engineering consulting services within the past five (5) years.

2. SPECIFICATIONS

2.1 OBJECTIVES AND SCOPE OF SERVICES

PHASE 1 – PRELIMINARY ASSESSMENT & RECOMMENDATION

- 1 The intent of this phase is to review existing documentation, studies, and field conditions to identify constraints and opportunities that may influence design decisions including right of way feasibility, and compatibility with adjacent land uses and links. The outcome of this process will be to define a preferred multi-use trail alignment. The following is a suggested scope of work to complete the preliminary assessment:
- 2 Facilitate a project kick-off meeting with project stakeholders, including town officials, Town's Legal Counsel, Land Use Officials, Trail Committee (if applicable), Police Dept. Representatives, Fire Chief, Emergency Services, and other project stakeholders as identified by the town. The kick-off meeting will confirm project objectives, critical schedule items, and goals.
- 3 Prepare a project base map that will serve as the basis of the design. Mapping will be generated from available on-line resources, information furnished by the town, and through in-house GIS mapping experts. Wetlands, watercourses, and other natural resources will be identified utilizing Connecticut Department of Energy and Environmental Protection (CTDEEP) online mapping.
- 4 Review ownership of parcels subject to the proposed work and identify any acquisitions or easements that may be needed. It is noted that the designs will be completed to minimize, to the extent possible, the need for easements and acquisitions.
- 5 Review zoning regulations and available environmental data including Natural Diversity Database (NDDDB), FEMA Flood Mapping, DEEP Impaired Waters List, and design standards as provided by the town.
- 6 Review AASHTO Multi-use trail design to ensure the proposed work is consistent with recommended design criteria.
- 7 Conduct a site reconnaissance to verify existing conditions as depicted on the survey and develop a spatial sense of the site and surrounding area.
- 8 Identify existing or new opportunities for convenient and accessible trail parking.
- 9 Prepare up to three schematic trail routing options that reflect previously discussed design considerations
- 10 Prepare miscellaneous details and cross sections as needed to depict the overall design intent of each.

- 11 Provide electronic copies (in PDF format) of schematic routing options and opinions of cost to the Town for review and comment.
- 12 Conduct a videoconference to review schematic routing options and define a preferred trail alignment.

PHASE 2 – PRELIMINARY DESIGN / PUBLIC INPUT

- 1 The intent of this design phase is to develop preliminary plans, engage the public and project stakeholders, and receive feedback at an early stage of design. The preliminary plans will identify auxiliary facilities needed such as rest areas, parking, ADA accommodations, and detailed mapping. Developing the preliminary plans will further define the scope of work necessary to prepare bid documentation and conduct environmental review.
- 2 Develop Preliminary Plans for the preferred concept.
- 3 A Connecticut wetlands scientist will flag inland wetlands and prepare a wetland soil scientist report for inland wetlands that may be located within the desired route area.
- 4 Conduct an initial screening on historical or archaeological resources and prepare Phase 1A documentation to submit to the Connecticut State Historic Preservation Office (SHPO). Discovery of significant findings may result in additional project costs for additional investigations and will be handled in future phases.
- 5 Prepare a preliminary opinion of cost.
- 6 Provide to the Town electronic copies and two (2) hard copies of the preliminary plans and opinion of cost for initial review and revise the plans and opinion of costs per town comment.
- 7 Prepare a presentation for and attend up to one public information meeting and one Planning and Zoning or Inland Wetlands Commission meeting. Preparation, conduct of, and recording of public meeting proceedings as required by the funding source are to be provided by Town personnel.

PHASE 3 – FINAL DESIGN

- 1 The intent of this design phase is to develop bidding and construction documents and obtain approvals necessary to put the project out to bid through a formal RFP process.
- 2 Prepare applications for any necessary permits including, but not limited to, Inland Wetlands, Planning and Zoning, Army Corps of Engineers, CONNDOT, etc.
- 3 Prepare a final design that incorporates the feedback and considerations from phases 1 and 2.
- 4 Provide a cost estimate based on unit prices for the project through project completion, including inspection and contingency estimates.

- 5 Provide to the Town electronic copies and two (2) hard copies of the final plans and opinion of cost.
- 6 Prepare contract documents necessary to administer a formal request for proposals and bid acceptance.
- 7 Assist the Town with advertising, receiving bid proposals from bidders, and selecting a qualified bidder to perform the installation of the project, as designed.

2.2 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about November 4, 2022, and to end on or about June 30, 2023. The Town of Stafford reserves the right to cancel the contract at any time if the performance of the contractor is deemed to be inadequate. Amendments extending the period of performance, if any, shall be at the sole discretion of the Town of Stafford.

The Town of Stafford also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. The Town of Stafford reserves the right to extend the contract.

2.3 PROJECT SCHEDULE

The following is the proposed schedule for the selection process and work program:

RFP Issued	October 13, 2022
Proposals due	October 27, 2022
Recommendation for award	November 3, 2022
Contract finalized	November 7, 2022

The Town of Stafford reserves the right to revise the above schedule.

2.4 QUESTIONS

General questions should be directed electronically to Devin Cowperthwaite, Public Works Director at publicworks@staffordct.org.

3. SUBMISSION REQUIREMENTS

3.1 BID FORM

The Consultant shall submit pricing using the attached “Bid Form”, along with all other required documents and any documentation the Consultant deems pertinent to the project.

3.3 SUBMISSION DUE DATE

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Town of Stafford and will not be returned. Unless otherwise noted within a proposal, proposals received in response to this document are assumed to be valid and binding for one hundred and eighty (180) days from receipt of the proposal. If award is not made within such time, the proposal can be deemed to be either no longer valid or can be extended with mutual consent of the Town and the firm submitting the proposal. The envelope should be sealed with the project title and RFP number clearly written on the front and put to the attention of the Public Works Department.

3.4 MOST FAVORABLE TERMS

The Town of Stafford reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant can propose. There will be no best and final offer procedure. The Town of Stafford reserves the right to contact an outside or third-party Consultant for clarification of the proposal.

3.5 NO OBLIGATION TO CONTRACT

This RFP does not obligate the Town of Stafford to contract for services specified herein.

3.6 REJECTION OF PROPOSALS

The Town of Stafford reserves the right, at its sole discretion, to reject any and all proposals received without penalty and will not be required to issue a contract as a result of this RFP.

Whenever it is deemed to be in the best interest of the Town, the First Selectman or designated representative may waive informalities in any and all bids.

3.7 REFERENCES

The proposal shall include three references of a project of similar size. Include project name and contact information.

4. CONTRACT CONSIDERATIONS

4.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. The successful firm shall comply with applicable requirements from the Commission on Human Rights and Opportunities (CHRO).

4.2 INDEMNIFICATION

The awarded firm agrees to indemnify, defend, and save harmless, the Town of Stafford, as well as its officers, agents, and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the Town of Stafford or its officers, agents or employees. The Town, as a sovereign government, cannot indemnify businesses or individuals.

4.3 INSURANCE COVERAGE

The Consultant and its sub-consultants are to furnish the Town of Stafford with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Consultant(s) shall, at its own expense, obtain insurance coverage which shall be maintained in full force and effect during the term of the contract. The Consultant shall furnish evidence in the form of a Certificate(s) of Insurance that insurance shall be provided, and a copy shall be forwarded to the Town of Stafford within fifteen (15) days of the contract effective date.

- 1) General liability insurance policy with limits of at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. General liability coverage shall be written on ISO occurrence from CG 00 01, or a substitute form providing equivalent coverage. General liability must also include contractual liability. Additionally, the Consultant is responsible for ensuring that any subconsultants provide adequate insurance coverage for the activities arising out of subcontracts.
- 2) Commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Commercial auto coverage shall be written on ISO form CA 00 01 1990 or later edition, or a substitute form providing equivalent coverage.
- 3) Connecticut workers compensation and employers' liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.
- 4) Commercial umbrella liability policy in excess of those limits described above. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence. Coverage shall follow the form and be at least as broad as the General Liability, Commercial Automobile Liability, and Employer Liability part of the Workers Compensation coverage.
- 5) Professional liability coverage with limits of at least \$1,000,000 per claim, \$1,000,000 annual aggregate.

Additional Provisions

Above insurance policy shall include the following provisions:

Additional Insured: The Town of Stafford, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Town of Stafford.

Cancellation: The Town of Stafford shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accordance with the following specifications. The insurer shall give the Town 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Town shall be given 10 days advance notice of cancellation.

Identification: Policy must reference the Town's contract number and the agency name.

Insurance Carrier Rating: All insurance & bonds are to be provided by carriers authorized to issue such insurance in the State of Connecticut and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Stafford.

Excess Coverage: By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect the Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Town in this contract.

Verification of Coverage: The Consultant shall furnish the Town with Certificates of Insurance affecting coverage required by this exhibit. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring Certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time.

Failure to Purchase or Maintain Insurance: If the Town or the contractor is damaged by failure of the contractor to purchase or maintain insurance required by this exhibit, the contractor shall bear all reasonable costs properly attributable thereto.

5. AWARD OF CONTRACT

5.1 NOTIFICATION TO PROPOSERS

The Town of Stafford will notify the successful firm of their selection upon completion of the evaluation process. Individuals or firms, whose proposals were not selected, will be notified separately by e-mail or facsimile if such information is provided with bid proposals.

5.2 BILLING PROCEDURES AND PAYMENT

Based on application for payment submitted to the Public Works Director by the Consultant, The Town of Stafford shall make such payments with approval from the Public Works Director or their assignee.

5.3 CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contractor's Contract Manager	Town of Stafford Contract Manager
<p><u>Contract Manager's Name:</u></p> <p><u>Contractor:</u></p> <p><u>Contractor's Address:</u></p> <p>Phone : ())</p> <p>Fax: ())</p> <p>Email address:</p>	<p>Devin Cowperthwaite Public Works Director 1 Main Street Stafford Springs, CT 06076</p> <p>Phone: (860) 684-3448 Fax: (860) 684-1785 Email address: <i>publicworks@staffordct.org</i></p>

5.4 APPROVAL

This contract shall be subject to the written approval of the Town's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

END OF INSTRUCTIONS TO BIDDERS

6. FORMS

TOWN OF STAFFORD
LEVINTHAL RUN WALKWAY DESIGN ENGINEERING
RFP NO. 22-201

BID FORM

PHASE 1: \$ _____
PHASE 2: \$ _____
PHASE 3: \$ _____
PROJECT TOTAL: \$ _____

The following items must be included in the bid proposal:

Bid Form	YES _____	NO _____
Non-Collusive Bidding Certification	YES _____	NO _____
Affirmative Action Statement	YES _____	NO _____
GSA Standard Form 330	YES _____	NO _____
Statement of Bidder's Qualifications	YES _____	NO _____

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids and is submitting this bid without collusion with any other person, individual or corporation.

Company

Authorized Signature

Address

Typed/Printed Signature

City, State, Zip Code

Telephone Number

Date

Email Address

The Town of Stafford reserves the right to reject any bid or all bids, or any part of any bid, or waive any defect, irregularity, or formality of any bid when it is determined to be in the best interest of the Town to do so. Facsimiles or emailed bids will not be accepted.

TOWN OF STAFFORD, CONNECTICUT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER

(including notification of outstanding financial and other obligations to the Town of Stafford)

State of _____)
County of _____) ss:

_____, being first duly sworn, deposes and says that:

He/She is (owner, partner, officer, representative or agent) of _____, the
(Bidder/Proposer Name)
Bidder/Proposer that has submitted the attached Bid/Proposal;

1. He/She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;
2. Such Bid/Proposal is genuine and is not a Collusive or Sham Bid/Proposal;
3. Neither the said Bidder/Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/Proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Stafford or any person interested in the proposed Contract;
4. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no officer or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

7. **Check one:**

_____ That neither this Bidder/Proposer, nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has outstanding financial or other obligations to the Town of Stafford nor are they a party to any entity which has any such obligations.

_____ There are such outstanding obligations. (List all obligations on a separate sheet, indicate the nature of the obligation and the parties involved.)

8. That neither this Bidder/Proposer nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has failed to file a list of taxable personal property with the Town of Stafford as required by State law.

9. Listing of owners, partners, officers, representatives, agents and/or affiliates

Name	Title	Affiliated Company (if none, state NONE)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

(Use additional sheet if necessary - must be on company letterhead and notarized)

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ Title _____

My Commission Expires: _____

NOTE: THIS FORM MUST BE NOTARIZED

TO BE COMPLETED BY ORIGINATING DEPARTMENT

BID/PROPOSAL/AGREEMENT TITLE:	
DEPARTMENT:	
RETURN FORM TO:	
ADDRESS:	
ADDRESS:	

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

City/Town of _____

FIRM NAME: _____

ADDRESS: _____

DESCRIPTION OF PROJECT

BID AMOUNT: \$ _____

DATE: _____

I (Name of Person) _____ of the (Name of Firm)
_____ intend to honor our Affirmative Action
Program on file with the Connecticut Department of Transportation, Office of Contract
Compliance. I further certify that our Affirmative Action Program is current and that the last
approval was on _____, 20____ and it expires on
_____, 20_____.

SIGNED BY: _____

TITLE: _____

EEO OFFICER

9. General character of work performed by your firm:

10. Percent of work normally performed with your own forces:

<u>Task</u>	<u>Percent</u>	<u>Task</u>	<u>Percent</u>	<u>Task</u>	<u>Percent</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

11. Have you ever failed to complete any work awarded to you? If so, where and why:

11. Have you ever defaulted on a Contract? If so, where and why:

12. List the more important contracts completed by you within the past 5 years:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Eng.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Date Completed</u>

13. Experience in work similar in importance to this project:

14. Background and experience of the principal members of your organization, including the officers:

<u>Individual's Name</u>	<u>Engineering Experience/Yrs.</u>	<u>Present Position Years Experience</u>	<u>Previous Position Responsibility</u>	<u>Years Experience</u>

15. Name and background of project manager who will have principal responsibility for this project:

<u>Individual's Name</u>	<u>Similar Project Experience</u>	<u>Dollar Value</u>	<u>Responsibility</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

16. List States and Categories in which your organization is legally qualified to do business:

17. Name of Bonding and Insurance Companies and Names and Addresses of Agents:

18. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Stafford in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at _____ this _____ day of _____, 20__

(Name of Bidder)

By: _____ Title: _____

State of _____)

) ss.

County of _____)

_____, being duly sworn, deposes and says that he/she is _____

of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public
My Commission Expires: _____

Town of Stafford Contract

TO PROVIDE ENGINEERING AND CONSULTING SERVICES FOR THE LEVINTHAL RUN
WALKWAY PROJECT
DEPARTMENT OF PUBLIC WORKS
1 MAIN ST. STAFFORD, CT

AGREEMENT made as of the _____ day of _____, 2022, between the Town of Stafford, acting herein by the First Selectman, 1 Main Street, Stafford, Connecticut, 06076, hereinafter referred to as “the Town” and in supplemental documents as “the Owner”, and _____ with a principal office located at _____ hereinafter referred to as “the Consultant”.

The Contract Manager is Devin Cowperthwaite, Director of Public Works, Town of Stafford.

The Town and the Consultant agree as follows:

ARTICLE 1:

CONTRACT DOCUMENTS

1.1 The Contract Documents consist of all of the documents listed in Paragraph 1.2. All of the documents from the Contract between the parties are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract is the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than modifications subsequent to this Agreement, are listed in Section 1.2.

1.2 The contract Documents, except for modifications which may be issued after execution of this Agreement, are:

- (a) This contract as executed by the parties;
- (b) The Request for Proposals package including specifications for the work;
- (c) The Consultant’s Bid Form and all documents attached to or included with said bid;
 - (i) Statement of Bidder’s Qualifications
 - (ii) Non-collusion Affidavit
 - (iii) Affirmative Action Program Certification
 - (iv) GSA Standard Form 330
- (d) Insurance Requirements

ARTICLE 2:

CONTRACT WORK

The Consultant shall perform the work as defined in the “Specifications” to provide all labor and material as identified in the heading of this contract and as described in the Contract Documents, hereinafter referred to as “the Work”.

ARTICLE 3:

DATES OF COMMENCEMENT, TERM & OPTION TO RENEW

3.1 The Consultant shall begin to provide services, as required, on November 4, 2021 and continue to provide services until the project has been deemed complete by the Town.

ARTICLE 4:

CONTRACT SUM

4.1 The Town shall pay the Consultant for the Consultant's performance of the contract at the rates set forth on the Consultant's bid form made a part of this contract.

ARTICLE 5:

PAYMENT

5.1 The Consultant shall render its invoice to the Department of Public Works on an assignment basis detailing the work performed and where hourly rates apply the names of the workers performing the work, the job title of each worker consistent with the bid titles, the number of hours each worked, the rate for each worker in accordance with the bid, total labor charges, and a separate list of material supplied with the invoices attached plus the bid mark-up. The Town will process the invoice and pay the approved invoice within 60 days of the approval. If the Department of Public Works takes issue with the invoice, the issues will be addressed with the Consultant within 30 days of receiving the invoice.

5.2 WAIVER OF MECHANIC'S LIEN. In lieu of providing a performance and/or payment bond, the Consultant hereby waives any mechanic's lien to which it may be entitled and relies solely upon an arbitration provision of this contract to resolve any disputes, the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

ARTICLE 6:

ADDITIONAL PROVISIONS

6.1 CONFLICTS. Where reference is made in this Agreement to any of the Contract Documents, the reference means that provisions as amended or supplemented by other provisions of the Contract Documents. In the event that any provision of any other Contract Document is inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this Agreement shall control.

6.2 PRE-CONDITIONS. The consultant acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed and has not relied upon any oral representation of any Town official or employee concerning site condition of job requirements.

6.3 KNOWLEDGE OF LAWS. The Consultant acknowledges that it is familiar with all federal and states laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the material and equipment used in the Work, or in any way affect the conduct or the Work, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the Work or amending this Agreement.

6.4 DISCREPANCIES. If, at any time, the Consultant shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or that any provision conflicts with any law, regulation or code, the Consultant shall immediately notify the Public Works Director. If the Public Works Director determines that clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties, No verbal instructions or interpretations shall be deemed valid.

6.5 GOVERNING LAW. This agreement and any other Contract Document shall be governed by and interpreted under the laws of the State of Connecticut. If any provision of this Agreement or any other Contract Document is found to be invalid or unenforceable by any court, the same shall not affect the remained of the Agreement or other Contract Document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

6.6 DISPUTE RESOLUTION. The parties agree that any dispute under this contract is to be resolved by binding arbitration under the rules of the American Arbitration Association before a single arbitrator with any hearing to be held in Tolland County, CT, unless otherwise mutually agree, and each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

6.7 CAPTIONS. Captions used in this Agreement are for convenience only and are not intended to be limitations on, nor interpretations of, the specific provisions hereof.

6.8 NON-ASSIGNABILITY. No assignment of the rights, obligations, or interests by a party in this Agreement will be binding on the other party without its written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under the Agreement or under any other Contract Document.

6.9 The Consultant hereby agrees to indemnify, defend, and hold Owner, its agents, servants, and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Consultant and all Subcontractors, if any, and all applicable federal, state, and local nondiscriminatory employment laws, rules and regulations in effect and applicable for the Project and will HOLD HARMLESS the Town of Stafford, its agents, servants, and the employees from any claim of injury or damage by any of its employees for injury arising out of or in the course of their employment and work at or upon the identified Town property not caused by the willful act of a town agent, servant, or employee. Consultant agrees to waive its and its carrier(s)'s right of subrogation against the Town for claims, injuries, property damage or other loss related to services rendered as part of this agreement.

6.10 WARRANTY. Consultant warrants all of its work to conform to generally accepted industry standards for the type of work performed.

6.11 INSURANCE. The Consultant will at all times maintain insurance policies in force in accordance with the requirements of the "Insurance Coverage" listed in paragraph 4.3 of the Request for Proposals and provide the Finance Officer a certificate of such insurance naming the Town of Stafford as an additional insured.

TOWN OF STAFFORD

CONSULTANT

By: _____

By: _____

Dated this _____ day of _____, 2021.