

**TOWN OF CROMWELL  
CROMWELL, CONNECTICUT  
REQUEST FOR QUALIFICATIONS & REQUEST FOR PROPOSALS  
FOR DESIGN, CONSTRUCTION DRAWINGS AND PERMITTING FOR  
IMPROVEMENTS TO CROMWELL LANDING PARK**

\*\*\*\*\*

The Town of Cromwell is soliciting proposals from qualified firms that are capable of preparing the final design and construction drawings for the proposed improvements for Cromwell Landing Park. The firm will also be required to obtain the necessary local, state and federal permits which may be required to construct the improvements. The final design will be based upon the recently prepared conceptual plan for Improvements to Cromwell Landing Park.

Responses to this RFQ/RFP will be used to assist the Town of Cromwell in the evaluation and selection of an experienced firm or firm(s) capable of preparing the design, construction drawings and permitting for the proposed improvements to Cromwell Landing Park.

Scope of Services:

The firm or firm(s) will be responsible for preparing the design and the construction drawings and for improvements proposed for Cromwell Landing Park. The firm will also be required to obtain the necessary local, state and federal permits which may be required to construct the improvements. The final design will be based upon the A-2 survey and wetlands delineation of the park and recently completed conceptual plan for improvements. The consultant should anticipate the need for geotechnical borings and analysis to complete the design of the improvements. The notice to proceed will be issued on Friday February 17, 2017. All plans and permitting shall be completed for construction to start in the spring of 2018.

Minimum Qualifications:

Candidates must have been involved in the design and preparation of construction drawing and permitting for municipal parks. Local Connecticut presence and experience with CT municipalities are preferred.

**GENERAL CONDITIONS AND INSTRUCTIONS**

Disclaimer: This Request for RFQ/RFP is not a contract offer.

RFQ/RFP Submittals:

Interested providers who wish to be considered for this work shall submit 3 separately sealed envelopes, each containing 5 (five) sets, the first envelope containing and labeled, RFQ. The second envelope containing and labeled, RFP's, and the third envelope to contain and labeled, Fee to Stuart Popper no later than 2:00 p.m. Friday, January 13,

2017. The Town of Cromwell reserves the right to award in part, to reject any and all submittals in whole or in part, or waive technical defects, irregularities, and omissions if, in its judgment, the best interest of the Town of Cromwell will be served. RFQ/RFP's will not be accepted by electronic mail or facsimile. RFQ/RFP's must be hand delivered or mailed to:

Stuart B. Popper  
Director of Planning and Development  
41 West Street  
Cromwell, CT 06416

Questions: Respondents with questions regarding the submission requirements may do so in writing to Stuart Popper at: [spopper@cromwellct.com](mailto:spopper@cromwellct.com).

To be considered, all RFQ responses MUST include all of the following:

- a. Cover letter addressed to Stuart Popper, signed by an individual authorized to enter into a service contract with the Town of Cromwell on behalf of the developer.
- b. A Non Collusive Statement
- c. Organizational chart
- d. Professional resumes of key personnel
- e. Location of nearest office and number of employees availability of key personnel for the work proposed
- f. Description of your similar project experience to date
- g. List of five (5) references, At least two (2) from CT

Providers responding to this RFQ/RFP should be of adequate size and sufficiently staffed to perform the work described above. The responders will be reviewed and a Short List will be selected based on design and technical competence, the capacity and capability to perform the work within the time allotted, past record of performance, and knowledge of Federal, State and Municipal procedures, appropriately weighted in descending order of importance. Upon completion of the RFQ process, the RFP's from the Short List companies will be opened and then evaluated.

Addendums: Addendum(s) to the RFQ/RFP may be issued by the Town of Cromwell. It is the respondent's responsibility to check to see if RFQ/RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

Proposal Package Form: All proposals shall be typed. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal, or the party's authorized representative.

Late Proposals: Proposals received after the deadline for submission shall be returned unopened.47/8

Exceptions to RFQ/RFP: Any and all exceptions of the respondent(s) to the terms and specifications of this RFQ/RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the right to reject proposals which contain exceptions that the Town deems to be unacceptable.

Review of Qualifications & Proposals: 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 or more respondents as it sees fit. Proposals will be evaluated based on what is in the best interests of the Town. Cost will not be the sole factor in evaluating proposals. No contract rights shall accrue to a respondent unless and until the Town and the respondent execute a binding contract.

Proposal Costs: All costs incurred in the preparation of the proposals will be borne entirely by the individual/firm submitter.

Ownership of Proposals: All proposals submitted become property of the Town.

Prevailing Wage: This project is a prevailing wage project by the State of Connecticut, Department of Labor. The wages paid on this project shall be as shown on the State of Connecticut, Department of Labor "Prevailing Wage Rates."

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

Period Commitment: Proposals shall be final and binding and may not be withdrawn or amended for (60) days from the date and time when proposals are due.

Irrevocability of Proposals: Respondent(s) may amend or withdraw their Proposals prior to this RFQ/RFP's due date and time by submitting a clear and detailed written notice to the Town. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after the date and time they are due.

Assignment and/or Subcontracting by Selected Respondents: Assignment and/or subcontracting by successful respondent(s) to third party of any contract based on the RFQ/RFP or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is responsible for a 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.

Workers' Compensation Insurance: In accordance with the State of Connecticut Workers' Compensation laws, selected respondent shall carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this RFQ/RFP.

Commercial General Liability Insurance: Selected respondent 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 Cromwell as additional insured and shall be primary and noncontributory to any valid and collectible insurance carried by the Town

Commercial Automobile Insurance: Selected respondent shall provide 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. Such coverage shall also include hired and non-owned automobile coverage. In addition, such coverage shall include the loading and unloading of clients into and from the respondent's vehicles.

Errors & Omissions Liability Insurance: Selected respondent shall provide Errors & Omissions liability insurance covering the respondent and the Town of Cromwell 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 Respondent in the amount of (\$1,000,000) each wrongful act and (\$1,000,000) in the aggregate.

Proof of Insurance: Selected respondent shall provide the Town with a certificate verifying such coverage before commencing services under this RFQ/RFP. Such policy shall require thirty (30) days' notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Defense and Indemnification: 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 respondents shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected respondent's 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 respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts a selected respondent 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

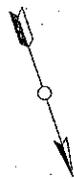
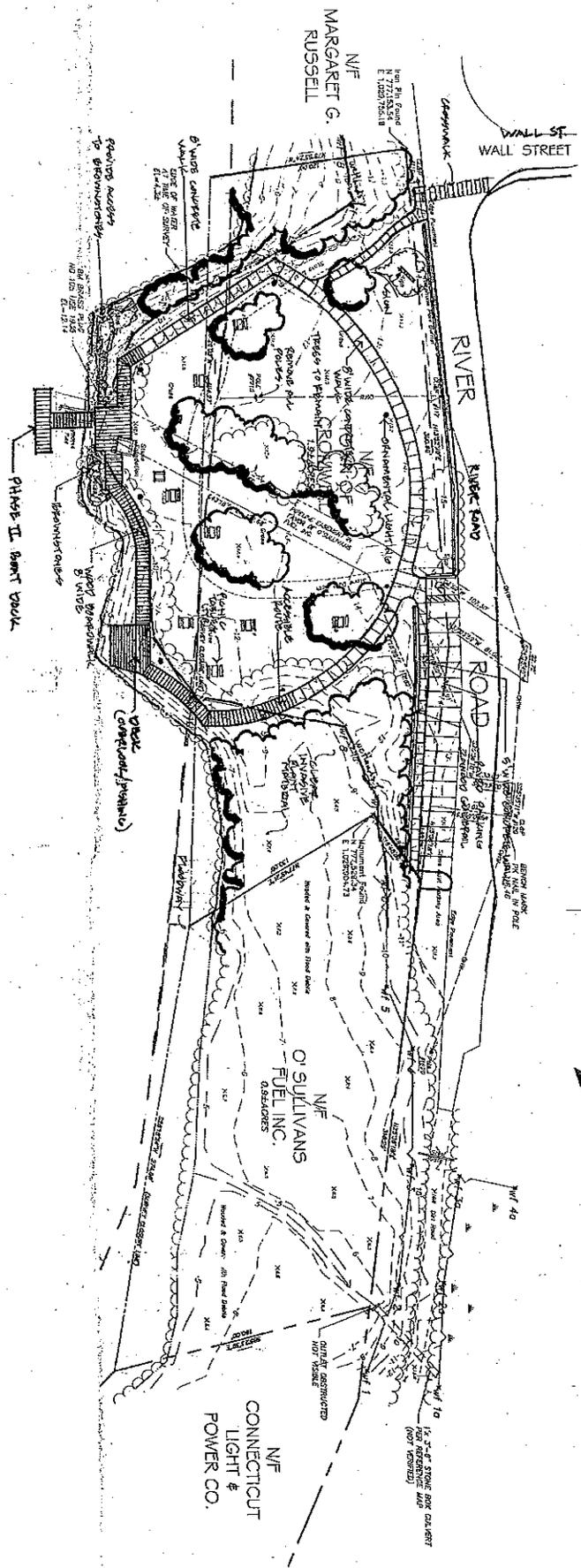
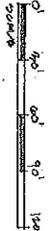
respondent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

Conflict of Interest: By submitting a proposal the respondent certifies that no officer, agent or employee of the Town, who has a pecuniary interest in this request for proposal, 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 respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFQ/RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this RFQ/RFP. The Town shall review any submissions by respondents under this provision and may reject any proposals where, in the opinion of the Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest posit

Dated at Cromwell, CT this 9<sup>th</sup> day of December, 2016  
Stuart B. Popper  
Director of Planning and Development



**DRAFT MASTER PLAN**  
**CROMWELL PARKING**  
 PLACED IN 2014



 <b>Lenard Engineering, Inc.</b> Civil, Environmental and Hydrological Consultants 2210 Main Street Glastonbury, CT 06033 (860) 633-9100	140 WYOMING STREET WASHINGTON, CT 06097 (860) 379-6669	18 HARTFORD SQUARE ALBANY, NY 12206 (518) 722-1600	<b>TOPOGRAPHIC SURVEY</b> PREPARED FOR <b>TOWN OF CROMWELL</b> <b>RIVERFRONT PARK - RIVER ROAD</b> <b>CROMWELL, CONNECTICUT</b>		Drawing date: <b>MAY 1, 2014</b>	Drawing Scale: <b>1" = 30'</b>	Designed By: <b>KLD</b>																													
			Drawing #: <b>1</b>	<table border="1"> <thead> <tr> <th>Rev.</th> <th>Date</th> <th>Revision</th> <th>By</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Rev.	Date	Revision	By																												
Rev.	Date	Revision	By																																	