



**TOWN OF CROMWELL  
REQUEST FOR QUALIFICATIONS/PROPOSALS  
TO PROVIDE SPECIAL INSPECTION SERVICES AND  
CONSTRUCTION MATERIALS TESTING SERVICES  
FOR  
THE NEW DPW/WPCA FACILITY**

The Town of Cromwell invites the submission of statements of qualifications and cost proposals in accordance with the conditions and terms set forth herein from qualified firms, respectively, for Special Inspection Services and Construction Materials Testing Services for the New DPW/WPCA Facility at 100 County Line Drive in accordance with all applicable laws, rules, codes, and regulations.

Firms responding to the RFQ/RFP must address all items in the Scope of Services to be considered having made a responsible submission. Firms will be responsible for checking the website periodically for any Addenda that may be posted.

Firms that are interested in being considered for this project/work should submit a letter of interest and such other information that will demonstrate qualifications and experience in the successful completion of this project (**three (3) originals**) to:

Jon Harriman, P.E. Town Engineer  
Town of Cromwell  
41 West Street  
Cromwell, CT 06416

The Town of Cromwell reserves the right to reject any or all Statements of Qualifications and Proposals, or waive defects in same, if it deems such to be in the best interest of the Town of Cromwell. Questions regarding this Request for Qualifications and Proposals should be directed to Jon Harriman, P.E., Town Engineer, Town of Cromwell, by e-mail at: [jharriman@cromwellct.com](mailto:jharriman@cromwellct.com)

To be considered for these services, the response to this RFQ/RFP must be received in the Department of Public Works, Cromwell Town Hall, no later than Friday August 30, 2019 at 10:00 am.

The Town of Cromwell is an equal opportunity employer.

Dated this 16<sup>th</sup> day of August 2019

Jon Harriman, P.E.

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REQUEST FOR QUALIFICATIONS/PROPOSALS  
TO PROVIDE SPECIAL INSPECTION SERVICES AND  
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**I. PROJECT DESCRIPTION**

**SUMMARY**

The Town of Cromwell, Connecticut, (hereafter referred to as “The Town” or “Town”), seeks an appropriate and qualified company or individual to provide Special Inspection Services and Construction Materials Testing Services in accordance with these documents, for its proposed New DPW/WPCA Facility to be located at 100 County Line Drive. The selected respondent to this Request for Qualifications/Proposals (hereafter referred to as “RFQ/RFP”) shall serve as an independent selected respondent (not as an employee) and therefore shall not be entitled to any employment benefits.

The New DPW/WPCA Facility shall consist of 39,000 total square feet; including 25,500 square feet of garage & storage space, 1,622 square feet of wash bay space, 5,893 square feet of office spaces, 5,996 square feet of vehicle maintenance space, and a detached salt shed.

**PROJECT BACKGROUND**

The project will be constructed using a General Contractor building construction with the final building design to be developed using the Design/Build process. The General Contractor that has been selected for this project is D’Amato, 400 Middle Street Bristol CT 06010. The total project construction budget (hard costs) is approximately 7 million. This includes all site work, building, and contingency; but excludes all soft costs and FF&E funding. Construction on this project is scheduled to begin in September 2019 and is scheduled to be completed in December 2020.

**ADDITIONAL REQUIREMENTS**

Respondents with questions regarding the submission requirements may contact the following person *via email only* (telephone inquiries related to proposal requirements shall not receive a response): Jon Harriman, P.E. Town of Cromwell, [jharriman@cromwellct.com](mailto:jharriman@cromwellct.com).

An electronic copy of this request for proposals will be posted on the Town web page (<http://www.cromwellct.com>). Addendum(s) to this RFP may be issued by the Town. The applicant is responsible for monitoring the Town website for any possible amendments to this request. When issued, addendum(s) will be posted on the Town’s website in the Engineering Department page. 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).

Any Firms responding to this request for qualifications/proposal certifies that no officer, agent or employee of the Town has a pecuniary interest in this request for proposal, 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 request for proposals, 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 request for proposals. 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 position if the respondent were to become a contracting party pursuant to this request for proposals.

Respondents shall make all investigations necessary to inform itself regarding the service(s) to be performed under this request for proposal.

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 respondent 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.

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

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 respondent as it sees fit. Proposals will be evaluated based on what is in the best interest of the Town. Costs will not be the sole factor in evaluating proposals. No contracts rights shall accrue to a respondent unless and until the Town and the respondent execute a binding contract.

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

All proposals submitted become property of the Town.

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

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 proposals are due.

Selected respondent(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 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.

Selected respondent(s) shall provide errors and omissions liability insurance covering the respondent 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 Respondent in the amount of one million dollars (\$1,000,000) each wrongful act and \$1,000,000 in the aggregate.

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

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 respondents' 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 as 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 benefit acts.

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

## **II. SUPPLEMENTAL MATERIALS**

The following documents, along with the RFQ/RFP (hereafter collectively referred to as "Documents") are located on the Town's website, [www.cromwellct.com](http://www.cromwellct.com), under the Engineering Department page and are incorporated herewith as if fully set forth herein:

1. Cromwell DPW/WPCA Garage Statement of Special Inspections
2. Approved DPW/WPCA Project Site Plans
3. DPW/WPCA Building Plans – 100 County Line Drive –
4. Original Proposed DPW/WPCA Location Geotechnical Investigation prepared by Welti Geotechnical, P.C.
5. Statement of Special Instructions, prepared by Szewczak Associates Consulting Engineers

## **III. SCOPE OF WORK**

The scope of work for the Project shall be as described in the Documents including the statement of special inspections (see attached), and this RFQ/RFP. Respondents should expect to work with the General Contractor and the Owner in all aspects of the review of this Project.

All special inspection tasks and construction material testing tasks are to be conducted in a transparent manner and shall be done consistent with all applicable federal, state, and local statutes, regulations, codes, and ordinances, including but not limited to ASTM requirements and standards.

## **IV. TIMELINE OF THE RFQ/P PROCESS**

The following RFQ/RFP timeline is extremely condensed because of the approaching construction season but the RFQ/RFP documents need to be submitted by 10:00 am on Friday, August 30, 2019 and will be reviewed with the expectation that a firm will be hired the week of September 9<sup>th</sup> with the understanding that the selected firm will begin the Special Inspection Services shortly thereafter.

## **V. SUBMISSION OF QUALIFICATION STATEMENTS AND FEE PROPOSALS**

### **General Requirements:**

#### **1. Connecticut Special Inspections Experience and/or Construction Material Testing**

Provide a list (minimum three projects) of Connecticut Projects for which your firm has provided Special Inspections, Construction Material Testing, or both. For each project indicate:

- a. approximate size of project (S.F.);
- b. type of construction (new or renovation); and
- c. year service was provided

**2. Resume or Work Experience**

Provide a resume or work experience description for all persons who will be assisting in the special inspection and/or construction material testing.

**3. References**

Please provide recent references for projects of similar size (\$7 million construction) as follows:  
Structural Engineers – provide a brief description of three similar projects for which you provided Special Inspection services and a contact for each project.

**4. Insurance**

Provide a copy of respondent's company insurance certificate.

**VII. METHOD OF SELECTION/CRITERIA FOR AWARD**

A. The Respondents will be evaluated on its qualifications by the Town using the following criteria:

1. Compliance with submission requirements;
2. Connecticut Special Inspections experience (respondent must have inspected a comparably sized high school facility) and/or Construction Materials Testing experience;
3. Resume/Work Experience;
4. References;
5. Pricing Proposal;
6. The Respondent must be properly insured; and
7. The ability and capacity of the Respondent(s) to provide the services within the necessary timeline.

**VIII. FEE PROPOSAL FORM**

To: Jon Harriman, P.E. Town Engineer  
Town of Cromwell  
41 West Street  
Cromwell, CT 06416

**Re:** Special Inspection Services and Construction Materials Testing Services for the New DPW/WPCA Facility at 100 County Line Drive in accordance with all applicable laws, rules, codes, and regulations.

The undersigned hereby offers to perform the services described in this RFQ/RFP for complete Special Inspections and/or Construction Material Testing for the New DPW/WPCA Facility at 100 County Line Drive in accordance with all applicable laws, rules, codes, and regulations for the fee proposal set forth herein.

**Purpose**

The purpose of this RFQ/RFP is to receive pricing for the Special Inspections services along with supplemental on site and off site Construction Materials and site work testing.

**BASE BID:**

Option 1. Total Lump Sum Fee for Complete Special Inspection Services including but not limited to all labor, material, equipment, tools, testing, inspection, report writing, supplies, etc. for complete construction of the New DPW/WPCA Facility at 100 County Line Drive [including all required construction contained within the footprint of the proposed DPW/WPCA building and proposed salt shed and within ten (10') feet of the outside footprint of the proposed DPW/WPCA building and proposed salt shed] in accordance this document, the statement of special inspection, first class construction for this type of facility; and in accordance with all applicable laws, rules, codes, and regulations for the Lump Sum Fee of:

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

\$ \_\_\_\_\_

Option 2. In lieu of using a Lump Sum Fee for Complete Special Inspection Services; the Town may consider using itemized costs and therefore it is requested that the responder submit the following:

- a. Hourly rates for inspection [structural steel, reinforcing steel, concrete, filling, etc.], testing, administrative fees, equipment rentals, delivery charges, etc. report writing with anticipated hours for each task for complete construction of the New DPW/WPCA Facility at 100 County Line Drive [including all required construction contained within the footprint of the proposed DPW/WPCA building and proposed salt shed and within ten (10') feet of the outside footprint of the proposed DPW/WPCA building and proposed salt shed] in accordance this document, the statement of special inspection, first class construction for this type of facility; and in accordance with all applicable laws, rules, codes, and regulations;
- b. Separate cost of each test to be performed [sieve analysis, concrete testing, steel testing, density tests, etc.] for complete construction of the New DPW/WPCA Facility at 100 County Line Drive [including all required construction contained within the footprint of the proposed DPW/WPCA building and proposed salt shed and within ten (10') feet of the outside footprint of the proposed DPW/WPCA building and proposed salt shed] in accordance this document, the statement of special inspection, first class construction for this type of facility; and in accordance with all applicable laws, rules, codes, and regulations.

Note: Fees & expenses not disclosed in this proposal may be considered ineligible for reimbursement by the Town.

**SUPPLEMENTAL MATERIAL TESTING PRICING [for possible use by Town on work outside the Special Inspection Areas for the building defined in Options above]:**

1. Supplemental Concrete Sampling and Testing ordered by the Town for work outside the limits for item 1., including but not limited to all labor, material, test cylinders, equipment, tools, testing, report writing, supplies, etc. and in accordance with all applicable laws, rules, codes, and regulations for a unit cost for each Concrete Sampling and Testing ordered by the Town:

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

\$ \_\_\_\_\_

2. Supplemental Various Fill Material Density Testing ordered by the Town for work outside the limits for item 1. including but not limited to all labor, material, equipment, tools, testing, report writing, supplies, etc. and in accordance with all applicable laws, rules, codes, and regulations for a ½ day cost for various density testing ordered by the Town:

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

\$ \_\_\_\_\_

3. Supplemental Various Asphalt Density Testing ordered by the Town for work on this project or other asphalt paving projects elsewhere in the Town of Cromwell. including but not limited to all labor, material, equipment, tools, testing, report writing, supplies, etc. and in accordance with all applicable laws, rules, codes, and regulations for a ½ day cost for asphalt density testing ordered by the Town:

\_\_\_\_\_ Dollars

\_\_\_\_\_ Cents

\$ \_\_\_\_\_

**Additional Testing Services – Firm may submit rates for other forms of testing they may offer for the Town to consider**

The Town of Cromwell reserves the right to pick which Option better suits the Town and may award the supplemental testing items as a whole [all Three (3) Items] or any part thereof to one or more Firms; as best serves the interests of the Town of Cromwell.

Dated at \_\_\_\_\_, \_\_\_\_\_  
(Town) (State)

This \_\_\_\_\_ day of \_\_\_\_\_, 2019

Signed \_\_\_\_\_  
(Firm)

By: \_\_\_\_\_

Business Address:

\_\_\_\_\_  
\_\_\_\_\_

Business Phone Number:

\_\_\_\_\_

Business Email Address:

\_\_\_\_\_