



**TOWN OF CROMWELL  
DEPARTMENT OF PUBLIC WORKS  
41 WEST STREET  
CROMWELL, CT 06416**

**REQUEST FOR PROPOSALS**

**FOR**

**WEST STREET SIDEWALK IMPROVEMENTS  
AND INTERSECTION REALIGNMENT  
CONSTRUCTION INSPECTION SERVICES**

**March 24, 2023**

**Proposals Due  
April 14, 2023**

**Prepared By:**

**Department of Public Works  
Town of Cromwell  
41 West Street  
Cromwell, CT 06416**

## **NOTICE TO PROPOSERS**

The Town of Cromwell is seeking responses from qualified firms to provide construction inspection and administration services for the West Street Sidewalk Improvements and Intersection Realignment Construction Inspection Services.

Sealed proposals marked “Construction Inspection Services RFP for West Street Sidewalk Improvements And Intersection Realignment” will be received by the Town of Cromwell Public Works Department at 41 West Street, Cromwell, CT 06416. Submissions will be received no later than 10:00am on April 14, 2023.

Funding provided by the State of Connecticut Urban Act Grant administered by the Connecticut Department of Environmental Protection (DEEP). The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov)

Each Respondent, by making their proposal, represents that they have read and understand the proposal documents. The right is reserved to reject any and all proposals not deemed to be in the best interests of the Town of Cromwell.

## INSTRUCTIONS TO PROPOSERS

- General: Sealed proposals will be received by the Public Works Department of the Town of Cromwell, Connecticut at the Town Hall for the items and services described herein.
- Service: At the date of opening proposals, it will be presumed that each Respondent has made a thorough examination of all information related to the services to be performed under this contract; is satisfied with the actual conditions and requirements of the services; and has read and become familiar with the proposal documents.
- Respondent Qualifications: The Town may make such investigation as deemed necessary to determine the ability of the Respondent to discharge the proposed activities. The Respondent shall furnish the Town with all information and data as may be required for that purpose. The Town reserves the right to reject any proposal if the Respondent fails to satisfactorily convince the Town that they are properly qualified to carry out the obligation of the proposed activities and to satisfactorily provide the services described herein.
- The contract will be awarded by the Town of Cromwell to that bidder whose proposal will provide the best value to the Town, as determined by the award criteria defined in this Request for Proposal and subject to the Town's right to reject any and all proposals.
- The relationship between the Town and contractor is expected to be a mutually beneficial partnering concept in which respective strengths in experience, technology and resources will be shared freely. The intent of this relationship is to constantly improve the efficiency and quality of service provided, including, but not limited to, the Scope of Services defined herein.
- Rejection of Proposals: The Town reserves the right to reject proposals for any reason the Town deems advisable and to award a contract to any of the Respondents at the sole discretion of the Town.
- Non-Inclusive Responses: Any item required in the Request for Proposals (RFP) that is not included in a respondent's proposal shall be specifically noted. If there are no specifically-noted exclusions in a proposal, it will be assumed that the Respondent accepts and understands all of the requirements of this request for proposals.
- Reimbursable Expenses: The hourly fee schedule submitted by the Respondent shall include any and all reimbursable expenses. The Town will not be liable for any costs incurred in the preparation of the response to this request. Proposals must be bound, paginated, indexed and numbered consecutively.
- Question/Inquiries: Any questions about this request for proposals should be prepared in writing and addressed to Jon Harriman, P.E., Cromwell Public Works, 41 West Street, Cromwell, CT 06416 or emailed to [jharriman@cromwellct.com](mailto:jharriman@cromwellct.com). All salient responses will be made via addendum and posted to the Town's web page at least three days prior to the scheduled proposal due date.

## **PROPOSAL REQUIREMENTS**

### **1. INTENT**

The Town of Cromwell invites firms to respond to a Request for Proposals to select a Respondent to provide on-site construction inspection services. It is anticipated that the selected Respondent will report to the Town's Engineer or his designee.

### **2. SCOPE OF SERVICES**

The Town is seeking proposals from qualified firms to provide on-site construction inspection services. The work will include the oversight of a sidewalk and intersection construction project that is currently out to bid with an estimated value of \$600,000. Copies of the construction plans can be found on the town website under project links within the engineering department pages. The selected inspector will be responsible for inspection of construction activities and will be the Town's on-site representative. As the Town's representative, we will be looking for strong interpersonal skills to communicate with residents and business owners to minimize disruption to the neighborhood and ensure the work product is constructed in accordance with our plans and specifications, as well as commonly-accepted industry standards. Knowledge of construction methods, materials and techniques is essential for success in this position. As part of this engagement, the inspector will be responsible for verification of quantities for payment and providing weekly activity summary reports.

Work includes on-site inspection services necessary for the construction of sidewalks on West Street from Lincoln Road southeast to Timber Hill Road with connection to Town Hall, the realignment of Allen Road intersection with West Street and the removal of a portion of Lincoln Road.

Inspection on this project would be to provide a general on-site presence for key operations, coordination with residents and verification that work is completed in accordance with Town and industry standards. It is anticipated that there will be very little, if any, off-site record keeping requirements beyond daily/weekly inspection reports for use by the Town.

### **3. TERM AND RENEWAL OPTION**

The Town is seeking the initial engagement to be closely match the construction project duration of 180 calendar days based on the volume of construction activity and available project grant funds.

### **4. COMPENSATION**

All compensation will be based on the hourly rates submitted in the proposal. Hourly rates are to include all overhead, profit and reimbursable expenses. There will be no additional payment for mileage or printing costs.

### **5. KEY PERSONNEL**

Key personnel shall be listed in the RFP with resumes and summaries of recent relevant

experience. The key personnel shall be available for the duration of this engagement. If alternates are proposed, their information shall be included in the firm's response to this RFP. The Town has the right to reject any replacements for key personnel who do not meet the same level of experience and/or skills.

## **6. INSURANCE**

The selected Respondent will be required to maintain insurance in accordance with the attached Insurance Exhibit and must furnish the Town with certificates of insurance effecting coverage required by this exhibit.

## **7. TAXES**

The Town is a qualified tax-exempt institution and, as such, is not liable for any federal, state, or local excise, sales, use, property or other taxes that Respondent may incur as a result of this agreement.

## **8. INDEMNIFICATION**

- a. The successful Respondent shall release, defend, indemnify and hold harmless the Town of Cromwell, their respective boards and commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorney's fees), compensation, penalties, fines, liabilities or judgments of any name or nature for injuries or alleged injuries to person (including sickness and death) or to property, or financial losses, sustained or alleged to have been sustained by any person or concern, including officers, agents, servants, employees, contractors and subcontractors of the Town or the successful Respondent or by anyone acting under the supervision of the Respondent. This indemnity shall not be affected by other portions of this agreement relating to insurance requirements.
- b. The successful Respondent shall release, defend, indemnify and hold harmless the Town of Cromwell, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation, reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the successful Respondent, its officers, agents, employees, contractors, subcontractors, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of Cromwell or their respective agencies. This indemnity shall not be affected by other portions of the agreement relating to insurance requirements.

## **9. PUBLIC INFORMATION & OWNERSHIP OF DOCUMENTS**

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the Respondent during the completion of their contract requirements shall become the property of the Town, including any databases and information systems that are created. Proprietary information

shall be identified as such. The Town will take every effort to secure proprietary information within its limits and confines.

## **10. SELECTION PROCESS AND EVALUATION CRITERIA**

### **Evaluation Criteria:**

After receipt of proposals, the Town will use the following criteria in evaluating the proposals and selecting a provider of services:

- a. The Respondent's technical understanding of the project, its purpose, scope and field, as evidenced by the quality of the proposal submitted, operational plan and staffing plan.
- b. The quality and performance of the vendor, as evidenced by references of current and/or former clients. Responses will be evaluated based upon the quality of the reference, success of client experiences, and relevancy of reference to this project. The Firm's history and stability will also be taken into consideration, including its financial stability.
- c. Costs: The competitiveness of proposed fee is a consideration, although the Town is not bound to select the respondent who proposes the lowest fees for services. The Town reserves the right to negotiate fees with the selected respondent.
- d. The town may conduct interviews with selected firms to better understand the details of their approach to the project and to meet key staff.

## **11. PROPOSAL SUBMISSION INSTRUCTIONS**

### **Section A: Submittal Letter**

Respondents shall submit a cover letter, addressed to Jon Harriman, P.E., Town Engineer, signed by an authorized principal or agent of the Respondent, which provides an overview of the Respondent's offer, experience and project approach. The letter should include the name, title, email address and phone number of the person to whom the Town may direct questions concerning the proposal and a statement by the Respondent accepting all terms and conditions contained in this request.

### **Section B: Detailed Proposal**

- a. A description of the operational plan of how the Respondent would meet the requirements of the scope of services section.
- b. Estimates of the number of hours per week the Respondent feels would be required for the work. Summary of how the firm sees the role of the inspector in the Towns sidewalk project.
- c. A representative sample of a daily and/or weekly construction inspection form utilized by the firm.
- d. Three (3) references shall be provided in the proposal. Proposal shall provide a

detailed summary of the Respondent's experience and capability.

### **Section C: Fee Proposal**

A statement of the hourly fees for key personnel shall be submitted. The fee shall include all materials and supplies. The Town is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed fee. The Town reserves the right to negotiate fees and payment schedules with the selected respondent.

### **INSURANCE REQUIREMENTS:**

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations:

- A. Workman's Compensation, as required by State Statute.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
General aggregate:	\$3,000,000
- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

Insurance under B and C above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Town Engineer prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Town Engineer shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Town Engineer.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.



## **RFP SUBMISSION FORM**

### **TOWN OF CROMWELL**

By signing this form, you acknowledge compliance and agreement with the RFP requirements.

<b>Name</b>		<b>Title</b>
<b>Signature</b>		<b>Date</b>
<b>Company Name</b>		
<b>Address</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Telephone</b>	<b>Alternate Phone Number</b>	