



TOWN OF BERLIN, CONNECTICUT

REQUEST FOR PROPOSALS FOR: Construction Administration and Engineering Inspections Steele Boulevard Park Project Berlin Bid #: 2023-17

RFP OPENING DATE: April 13, 2023

RFP OPENING TIME: 2:00PM

RFP OPENING PLACE: Berlin Town Hall, Engineering Office (Room 120)

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The Town of Berlin is seeking written proposals to provide construction administration services for the Steele Boulevard Park .

For a firm to be considered for this engagement, one (1) original and two (2) copies of sealed proposals (along with a pdf copy on flash drive) must be received in the Engineering Office of the Berlin Town Hall, 240 Kensington Rd, Room 120, Berlin, CT 06037 by the date and time noted above. The Town will not accept submissions by e-mail or fax.

The Town reserves the right to amend or terminate this Request for Proposals, 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 proposer that, in the Town's judgment, will be in the Town's best interests.

BERLIN STEELE BOULEVARD PARK PROJECT DESCRIPTION

30 Steele Boulevard is a .29-acre, Town-owned parcel at the northeast side of Steele Boulevard. The parcel was acquired by the Town in 2011. It was part of the Kensington Furniture complex that was a component of the site assemblage for the Steele Center redevelopment. This parcel is the only property on Steele Boulevard that is to be retained by the Town. The balance of the Steele Center development project includes the construction of the Boulevard with State and local funds, the sale and redevelopment of 9 & 10 & 55 & 29 Steele Boulevard and 861 Farmington Avenue to Newport Realty Group LLC or affiliates and the planned sale to Newport of 55 Steele Boulevard when the Town completes the installation of an engineered control on the site with the assistance of State and federal brownfields grants. The Boulevard, 861 Farmington Avenue and 9 Steele Boulevard portions of the project are complete. The Town is in the process of awarding a contract for the Engineered Control at 55 Steele Boulevard and Newport is expected to start construction of 10, 55 and/or 29 Steele Boulevard before or during the project period

for Steele Boulevard Park. Newport will also be installing a subsurface detention system on 30 Steele Boulevard before the project commences and the existing material pile on 30 Steele Boulevard will be relocated. There is no known contamination of the site but materials to be removed from the site to accommodate the subsurface detention system will be tested before being removed. The overall development plan for Steele Center is comprised of 1 commercial building, 1 residential building and 2 mixed-use buildings totaling approximately 78,200 square feet including 71 apartments, plus and the renovation of the 2,800 square foot building at 861 Farmington Avenue.

The Town of Berlin was awarded a Small-Town Economic Assistance Program Grant from the Connecticut Department of Economic and Community Development to construct Steele Boulevard Park and services provided pursuant to this request for proposals will be subject to the terms and conditions of the grant agreement between the Town and the State. The project will create a Town park that is designed for passive use and for events. This park will be constructed over a stormwater detention system to be installed on the site by Newport Realty prior to the construction of the park. The park will feature a small pavilion that can be used as a stage for small events and a shaded seating area. A paver patio will be constructed along the Boulevard adjacent to existing parking spaces and it will extend to the pavilion. Food trucks or booths for events like farmers markets and art shows can be set up on the parking adjacent to the paver area. The public will access these event vendors from the paver area in the park. 6 fixed benches will line the paver area. Plantings and fences will screen the site from an adjacent industrial use and from the dormant rail use to the north. Sidewalks will connect the park to the adjacent 10 Steele Center site and thence to the balance of the Steele Center project, to Kensington Center, Farmington Avenue, and the Berlin Train Station. There will be lawn areas to be used for passive recreation and additional event seating. Lawn areas will have moveable tables (some accessible) and decorative plantings. Additional amenities are a bike rack and an Historic Marker Board that will highlight history of the area including information about the former Berlin Train Station that was destroyed by fire while being renovated. Although the parcel is small, it is an ideal focal activity area for the Berlin TOD area because there is a significant amount of public parking nearby.

Plans for the project were prepared for the project by Barton & Loguidice and Yantic River Consultants (8/12/22) and are attached hereto.

It is expected that other public and private construction projects will be underway on Steele Boulevard at the same time that the Steele Boulevard Park is under construction.

Plans and Specifications for the construction project are included herewith.

The Town is seeking a qualified engineering firm to provide construction administration services for this project. The Town intends on bidding the park construction project in the

late spring of 2023, and constructing the improvements in the late summer and fall of 2023.

1. GENERAL PROPOSAL REQUIREMENTS

Qualifications

Eligible Vendors will be those individuals, businesses and firms that meet the following qualifications:

- A statement of qualifications.
- A minimum of 3 references from similar projects.
- Proposer must have demonstrated experience and expertise in regard to providing the types of or similar services as those outlined in the RFP including in engineering and landscape architecture.
- Proposer must have a proven track record in providing these types of services for similarly sized municipal governments, preferably in Connecticut.
- Proposer must be familiar with, qualified, and properly licensed in the State of Connecticut to perform its obligation under this proposal in compliance with all applicable Federal and State of Connecticut laws and regulations, statutes and policies.
- The Town will not award the proposal to any business that, or person who, is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.
- Documented/audited internal control environment.
- Proposer must have a business continuity plan.

Qualification Information for Submission

Proposers must set forth accurate and complete information for each of the items listed below. At the Town's discretion, failure to do so could result in disqualification. Please ensure your qualification information incorporates responses to the questions below, as well as any requested attachments.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.

- e. Identify who will be the primary client relationship manager.
- f. Identify the location of the office(s) from which the services will be performed.
- g. List any subcontractors that you propose to use and provide subcontractor qualifications.
- h. Disclose any current (last 3 years) business, financial, personal, or other types of relationships which may pose a conflict of interest.
- i. Please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the Town.

2. Work Plan

- a. Work Plan. Please describe the approach that will be followed in undertaking the tasks listed in Scope of Services. Describe your firm's approach to the shop drawing review, managing on-site construction inspections, and coordinating with the contractor(s) in different phases (e.g., during mobilization, prep for paving, paving, post-paving work, demobilization, and close-out). Identify which of the employee classifications on the attached fee schedules will be assigned to this project, in what manner, and add any other classifications that may not be included (e.g. administrative support, CADD draftsman).
- b. Services Expected of the Town. Identify the nature and scope of the services that would be generally required of the Town in undertaking this project.

3. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where, and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the Town should be aware?
4. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

Scope of Services - Construction Administration Services

The scope of services statement is provided as a general overview which may be expanded and further defined through negotiation. The selected firm and its consultant team will be responsible for the following tasks and any others required by the Department of Economic and Community Development.

1. **Contract Documents Review and Pre-Construction Meeting.** The construction period is estimated at 90 days. After the Consultant Team thoroughly reviews the finalized Contract Documents, the Consultant will meet with the Contractor and the Town Project Representative prior to the start of construction. The meeting will discuss details of the construction of the project including but not limited to: start of construction, construction observation, necessary permits, construction job meetings, change orders & addenda, hours of work, traffic control and clean-up. The Pre-Construction Meeting date, time, and location will be determined by the Town Project Representative. The agenda for this meeting, and minutes, will be prepared by the Consultant with review by the Town Project Representative.
2. **Shop Drawing Review.** The Consultant will review site shop drawings and respond to the Contractor in a timely manner.
3. **Construction Job Meetings.** The Consultant will provide one engineer to attend job meetings on a bi-weekly basis (or as adjusted in coordination with the Town Project Representative) with the Contractor to document construction. The Consultant will prepare meeting minutes for each Construction Job Meeting.
4. **Construction Observation.** The Consultant will provide at least one engineer to perform Site Visits that include Construction Observation during the anticipated construction period shown on the Engineer's Calendar Day Chart in the Contractor's Bid Documents. This time will be billed to the Town on an hourly basis – the fee requested on the proposal form is based on field staff hourly rate(s)

applied to the Engineer's Calendar Day Chart, for an estimated total. The estimated number of weekly on-site inspection hours is 15.

5. **Requisitions for Payment.** The Consultant will review for acceptance the unit quantities provided by the Contractor and each certificate for payment.
6. **Change Orders.** The Consultant will prepare change orders as required to accommodate field conditions, Contractor, Town, and/or DOT requests.
7. **Addenda/Sketch Plans.** The Consultant will prepare revised plans in the form of an Addenda or Sketch Plans for minor changes or modifications which arise during the construction process.
8. **Punch List.** The Consultant will prepare a final punch list after inspection of completed work by the contractor, but prior to final payment, to determine if any adjustments and/or corrections are needed before project close-out. This phase includes follow-up inspections to confirm completion.
9. **Project Close-Out.** The Consultant will assist the Town in obtaining and reviewing all close-out submittals and reports from the Contractor and Town, submitting required reports and documents to the Connecticut Department of Economic and Community Development (DECD), and close the project out in accordance with the contract documents and DECD requirements.

Agreement Period

The Town anticipates entering into an agreement with the selected Proposer commencing in June of 2023. The Town will contractually reserve the right to cancel the contract at any time. The agreement period for any contract or purchase order resulting from this RFP shall ultimately be as negotiated to the mutual agreement of the parties.

Additional Conditions

All those submitting proposals must be willing to adhere to the following additional conditions and must positively state this in the proposal:

- The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. At its discretion, the Town may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.
- All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the Town prior to and during the agreement period.

Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the Town and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Town shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the Town. *Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Town Manager. A form of agreement is attached.*

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, in its sole discretion, clarify, modify, amend, or terminate this RFP if the Town determines it is in the Town's best interest. The Town has the right to extend the RFP Open Date no later than four (4) business days prior to the scheduled RFP Open Date, via Addendum, if determined it is in the Town's best interest. In the event that an insufficient number of qualified proposals are received by the RFP Open Date, the Town may terminate and re-issue the RFP if determined it is in the Town's best interest.

3. KEY DATES

RFP Issued	March 27, 2023
Questions due from Vendors	April 6, 2023
RFP Open Date	April 13, 2023
Contract Execution Date (estimated)	June 2023

4. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must set forth accurate and complete information for each of the items listed in Attachment A.

Your proposal should be submitted in a sealed envelope marked "**Construction Administration and Engineering Inspections**" to the Engineers Office at the Berlin Town Hall, 240 Kensington Rd, Room 120, Berlin, CT 06037, until but no later than **2:00 P.M.**, April 13, 2023. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will NOT accept late proposals.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled, or modified, for

sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

5. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **in writing** (including by e-mail or fax) and directed **only to:**

Name: Maryssa Tsolis

Position: Purchasing Manager

Email: mtsolis@berlinct.gov

Fax: 860-828-8628

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than six (6) days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will issue any addenda to the Purchasing section of the Town's web page, www.berlinct.gov. **Each proposer is responsible for checking to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

6. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

7. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

8. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers. The Town of Berlin also reserves the right to use any ideas contained in the proposals and is not obligated in any manner to reimburse the proposers for the costs incurred in connection with responding to this Request for Proposals.

9. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act. Proposers are encouraged **not** to include in their proposals any information which is proprietary, a trade secret, or otherwise confidential. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

11. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status.

12. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall

visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

13. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales tax and use taxes. Such taxes must not be included in prices.

14. AWARD CRITERIA & SELECTION

All proposals will be opened on the date, at the time, and at the place identified in this RFP. The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If any error exists in an extension of prices, the unit price shall prevail.

The Town reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers, and to negotiate with one or more of the finalists regarding the terms of this engagement.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

A. Evaluation Criteria

The following specific criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the Town's requirements and expectation for this project and are not necessarily all inclusive or presented in order of importance.

- The background, experience, and strength of the Proposer in providing similar services elsewhere, including the level of experience in working with other Connecticut municipalities of similar size, and the quality of services performed for other municipalities.
- The Proposer's responsiveness and compliance with the RFP requirements and conditions to provide the services requested.
- Competitiveness of proposed cost. The Town reserves the right to negotiate cost with the selected Proposer.
- Qualifications and experience of personnel to be assigned to the project team

- Ability to provide the services within proposed project schedule time constraints
- Firm's awareness of project's issues, opportunities, and constraints
- Project team's composition and experience on similar projects
- Quality and performance of past services to the Town.
- References feedback record.
- Financial stability of firm.
- Overall team rating
- Familiarity with DECD project contract compliance and closeout requirements.

The Town may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the Town reserves the right to arrange for interviews/oral presentations as part of the selection process.

If the proposer does not execute the Contract within ten (10) business days of the date of notification, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer

The Contract Execution date in Key Dates is anticipated, not certain.

15. ATTACHMENTS

The following attachments are included below and must be completed, as detailed within the RFP.

- A. Proposal Form
- B. Schedule of Hourly Rates

INDEMNIFICATION

The Vendor at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the Town of Berlin, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Vendor shall secure and maintain General Liability Insurance as will protect him from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract.

INSURANCE REQUIREMENTS

The selected vendor must maintain insurance that meets the Town's insurance requirements (listed below), to protect the Town from claims for loss or injury which might arise out of or result from the operations under this contract. Additionally, the selected vendor must file Certificates of Insurance with the Town, naming the Town and the State of Connecticut as an additional insured:

- Worker's Compensation, employer liability (or statutory limits - greater of two), \$1,000,000.
- Comprehensive General Liability with limits of not less than \$1,000,000.00 per occurrence.
- Professional Liability with limits not less than \$1,000,000.
- Umbrella Liability of not less than \$1,000,000.
- Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000.00 each accident.



**TOWN OF BERLIN, CONNECTICUT
ATTACHMENT A: PROPOSAL FORM**

**Construction Administration and Engineering Inspections Steele
Boulevard Park Project**

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this will form a contractual obligation to provide services at the rates specified in this Proposal Form, and attachments, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal. The estimated fees are per the Proposer's work plan and the Engineer's Calendar Day Chart; these are not lump sum fees but the Proposer's best estimate at this time.

	Estimated Fee
Contract Documents Review and Pre-Construction Meeting	\$
Shop Drawing Review	\$
Construction Observation by Field Engineer(s)/Construction Inspector(s) (based on Engineer's Calendar Day Chart)	\$
Construction Job Meetings (based on Engineer's Calendar Day Chart)	\$
Construction Observation, Field Staff Coordination, and Administrative Tasks by Senior Inspector / Coordinator during construction, including: <ul style="list-style-type: none"> • Requisitions for Payment • Change Orders • Addenda/Sketch Plans • Input on Field Issues, as required (Based on Engineer's Calendar Day Chart)	\$
Punch List	\$
Project Close-Out	\$
Total Estimated Fee	\$

Please attach Hourly Rates for Professional Staff (including off-hours / premium rates) and any additional/related services or prices on a separate page(s). The format for the Professional Staff Rates is attached. Proposers should include staff rates for job titles of

employees expected to be assigned to this project. At a minimum, the job titles in the rate schedule should include engineering and landscape architectural services, construction inspection services and administrative support services.

NOTE: This document, to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that it has read, understood, and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Date

Signature

Printed Name, Title

Company Name

Address

Telephone

E-mail address