

MAYOR  
MICHAEL A. PAVIA



**CITY OF STAMFORD**  
OFFICE OF ADMINISTRATION  
888 WASHINGTON BOULEVARD  
STAMFORD, CT 06901-2152

DIRECTOR  
OFFICE OF POLICY & MANAGEMENT  
PURCHASING AGENT  
PETER F. PRIVITERA  
Phone: (203) 977-4317  
FAX: (203) 977-5253  
Email: [pprivitera@ci.stamford.ct.us](mailto:pprivitera@ci.stamford.ct.us)

(203) 977-5253 FAX

## **REQUEST FOR QUALIFICATIONS No. 617**

FOR

### **PROFESSIONAL SERVICES DESIGN FOR THE REPLACEMENT OF CEDAR HEIGHTS ROAD BRIDGE No. 04067 AND RIVERBANK ROAD BRIDGE No. 04071**

**PROPOSALS DUE:**

**JUNE 27, 2013 @ 4:00 P.M.**

**SUBMIT TO:**

**CITY OF STAMFORD  
888 WASHINGTON BOULEVARD  
STAMFORD, CT 06904-2152**

**ATTENTION:**

**PETER PRIVITERA  
PURCHASING AGENT**

**ALL QUERIES REGARDING  
THIS RFQ MUST BE ADDRESSED TO:**

**BEVERLY AVENI AT  
(203) 977-4107 OR  
[baveni@ci.stamford.ct.us](mailto:baveni@ci.stamford.ct.us)**

**NUMBER OF COPIES REQUIRED:**

**7**

**Date Issued: 5/21/2013**



## CITY OF STAMFORD, CONNECTICUT

# IMPORTANT

**Caution** : The competitive bid/proposal process requires that the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Requests for Bid", "Requests for Proposal" or "Request for Qualification".
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.



**CITY OF STAMFORD, CONNECTICUT**

**NOTE**

- 1. EFFECTIVE JANUARY 2, 2009 THE PURCHASING DEPARTMENT IS REQUESTING THAT YOU IDENTIFY CLEARLY, WITH A 'TAB/STICKER', YOUR FEE PROPOSAL SHEET(S), AS WELL AS YOUR BID BOND PAGES, IF APPLICABLE.**

**Effective:1/2/09**

### Non-Collusion Certification – RFP/RFQ

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with a competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

**EFFECTIVE: 12/8/05**



Mayor  
MICHAEL A. PAVIA



**CITY OF STAMFORD**  
**OFFICE OF POLICY & MANAGEMENT**  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CONNECTICUT 06904-2152  
**(Rev. 12/1/09)**

DIRECTOR  
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FAX: (203) 977-5253

Email: pprivitera@ci.stamford.ct.us

## **EQUAL EMPLOYMENT OPPORTUNITY**

### 1. Notification to Bidders

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

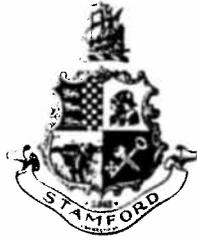
(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

**The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

Mayor  
MICHAEL A. PAVIA



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**GIFTS:** During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.



**3. TIME OF COMMENCEMENT AND COMPLETION OF WORK.** The Consultant shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Consultant fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Consultant's breach of this Agreement.

**4. REVIEW OF WORK.** The Consultant will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

**5. INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Consultant or loss of or damage to property, resulting directly or indirectly from the Consultant's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Consultants and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Consultant's obligation to indemnify the City, the Consultant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Consultant by the City and continues at all times thereafter.

The Consultant shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Consultant's performance of this Agreement.

**6. ASSIGNMENT.** The Consultant shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

**7. BOOKS AND RECORDS.** The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

**8. INSURANCE.** The Consultant shall provide and pay for such insurance as is set forth in Exhibit A - Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

**9. REPRESENTATION.** The Consultant represents that it is an expert in relation to the work to be performed under this Agreement. The Consultant further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

**10. INTERPRETATION.** The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Consultant's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

**11. NON-APPROPRIATION.** Consultant acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Consultant.

**12. SUBCONTRACTING.** The Consultant is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subConsultants proposed to be used by the Consultant. An agreement made in

violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Consultant agrees to supply the City with the names and addresses of all subConsultants to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

**13. CONTRACT EXTRAS.** Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Consultant that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at [www.municode.com](http://www.municode.com)

**14. COMPLIANCE WITH CITY CODE PROVISIONS.** The Consultant shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Consultant. The provisions of the City Code can be found at [www.municode.com](http://www.municode.com)

**15. TERMINATION.** A. **TERMINATION FOR CAUSE.** If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant and/or its subConsultants under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Consultant fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

**16. GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of Connecticut.

**17. GIFTS:** During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF STAMFORD

\_\_\_\_\_  
Peter Privitera  
Purchasing Agent

Date: \_\_\_\_\_

By \_\_\_\_\_  
Michael A. Pavia  
Mayor

Date: \_\_\_\_\_

THE CONSULTANT

\_\_\_\_\_  
Witness

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

Approved as to Form:

Approved as to Insurance:

\_\_\_\_\_  
B. Rosenberg  
Asst. Corp. Counsel

Date: \_\_\_\_\_

\_\_\_\_\_  
A. M. Mones  
Risk Manager

Date: \_\_\_\_\_

REVISED: 12/1/09

**REQUEST FOR QUALIFICATIONS**

**REPLACEMENT OF**

**CEDAR HEIGHTS ROAD BRIDGE No. 04067 AND**

**RIVERBANK ROAD BRIDGE No. 04071**

MAY 2013



**CITY OF STAMFORD**  
**ENGINEERING BUREAU**  
**OFFICE OF OPERATIONS**  
**888 WASHINGTON BOULEVARD**  
**STAMFORD, CT 06901**

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# **1. General Information**

## **1.1 Introduction**

This Request for Qualifications (RFQ) was prepared to solicit responses from experienced and responsible engineering firms, licensed to practice in the State of Connecticut, to provide engineering services for the replacement of Cedar Heights Road Bridge and Riverbank Road Bridge. The chosen firm(s) may also be required to provide survey, prepare environmental documents and perform construction inspection.

## **1.2 Issuing Office**

This RFQ is being issued by the Purchasing Department on behalf of the Office of Operations of the City of Stamford. The issuing officer is the Purchasing Agent or his designee.

## **1.3 Pertinent Dates**

Each proposer must submit one original and six (6) copies of the proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Beverly Aveni  
Buyer  
City of Stamford  
Purchasing Department  
888 Washington Boulevard  
Stamford, CT 06901  
Attn: RFQ Cedar Heights and Riverbank Road Bridges

These proposals must be received by the City no later than Thursday, June 27, 2013, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFQ responses will be accepted as qualified RFQ submission.

## **1.4 Inquiries**

All inquiries regarding this RFQ **must be in writing** and must be received by the City no later than 4:00 p.m. on Tuesday, June 11, 2013. Inquiries should be addressed to:

Paul Ginotti, P.E.  
Engineering Bureau  
City of Stamford  
888 Washington Boulevard  
Stamford, Connecticut 06901  
Phone: (203) 977-4856  
FAX (203) 977-4137  
[pginotti@ci.stamford.ct.us](mailto:pginotti@ci.stamford.ct.us)

The Engineering Bureau will respond to all written inquiries through the Purchasing Department in the form of addenda following the closing date listed herein.

### **1.5 Incurring Cost**

The City of Stamford will not be held responsible for any costs or expenses incurred by the proposer for work performed in preparation and production of RFQ response or any work performed prior to the issuance of a contract.

### **1.6 Rejection / Acceptance of RFQs**

The City reserves the right to refuse any and/or all proposals submitted under this RFQ for any reason whatsoever.

This RFQ is not an offer to contract. Acceptance of a RFQ neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFQ are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

### **1.7 Addenda to RFQ**

Addendum(s) to this RFQ may be necessary prior to the closing date and will be furnished to all prospective respondents to this RFQ. Failure to acknowledge receipt of addendum(s) in accordance with the instructions contained in the addendum may result in the proposal not being considered.

### **1.8 Proprietary Information**

The City of Stamford will not disclose any portion of the RFQ except to members of the Selection Committee prior to short list selection, and except as may be required by the Connecticut Freedom of Information Act C.6.S Section 1-200. The City of Stamford retains the right to disclose the name of any or all successful pre-qualified teams, and any other information that is pertinent to the selection of the teams.

## **1.9 Primary Project Responsibility**

Proposers responding to this RFQ must clearly explain and identify, in detail, which company will be the lead party. It must be clearly understood that the lead party will enter into a contract with the City of Stamford. All other parties will be considered subcontractors or sub consultants to the lead party. Regardless of which consultant performs the work, the lead party is ultimately responsible for the performance and warranties of all contract work.

## **1.10 Availability of Funds**

The contract award under this RFQ is contingent upon the availability of funds to the City of Stamford for this project. In the event that the funds are not available, any contract resulting from this RFQ will become null and void and of no force and effect.

## **1.11 Ambiguity in the Request For Qualifications (RFQs)**

Prior to submitting the RFQ, the team shall be required to bring to the City's attention any ambiguities discovered herein. Claims for clarification made after the deadline for inquiries, as indicated in Section 1.4, or after the date of submission will not be entertained.

## **1.12 Ownership Information**

The City of Stamford shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the consultant under any contract resulting from this RFQ.

All data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by the consultant or any employee of the consultant without written permission of the City of Stamford.

## **1.13 Prime Consultant Responsibility**

Vendors submitting proposals to this RFQ may utilize the services of sub-consultants. If sub-consultants or partners are planned to be used, this should be clearly explained and identified in the response along with the qualifications of such individuals. The relationship to any "parent firm" or subsidiary firm, with any of the parties concerned, must also be clearly defined.

All key personnel must be identified by name and title in a project organization chart. The key personnel identified on the organization chart must provide a resume indicating the experience of that person.

Consultant and sub-consultant firms must be professionally registered to conduct their business in the State of Connecticut. The prime Respondent will be responsible for the

entire contract performance whether or not a sub-consultant or partner is to perform. All corporate information required in this RFQ must be included for each proposed sub-consultant or partner. Under this RFQ, the City of Stamford retains the right to approve all sub-consultants.

#### **1.14 Location of Project Manager**

Due to the nature of this work and the need for close liaison and coordination with the City of Stamford personnel and others, the Consultant will be required to have a project manager accessible on a daily basis.

#### **1.15 Responsibility**

The consulting firm is fully responsible for the accuracy of the project design work. The responsibility for accuracy of design does not end with final submission and acceptance of the plans, but is in the Consultant's obligation to make any and all required design revisions and/or modifications to all documents which may arise at any time, if the revisions are due to negligence, errors or omissions in the Consultant's design. The consulting firm may be required to reimburse the City for the expenses incurred by the City and/or the construction contractor to correct such negligence, errors or omissions.

#### **1.16 Subcontracted Set-Aside**

A minimum of eleven percent (11%) will be established as a goal for the percentage of the work that must be subcontracted to Disadvantaged Business Enterprises (DBE).

#### **1.17 Award of Work**

At the City's discretion, all work may be awarded to a single consultant or bridges may be separated and awarded to multiple firms.

#### **1.18 Available Information**

Current bridge inspection reports are available for viewing at the office of Bridge Safety and Evaluation of the Connecticut Department of Transportation Headquarters, Newington, Connecticut.

#### **1.19 Contract**

The prime Consultant will be required to agree to and sign a formal written contract agreement between the City of Stamford and the prime Consultant, prepared by the Law Department of the City of Stamford. A copy of a sample contract is attached.

## **1.20 Negotiated Changes**

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect. Additional Services shall be negotiated prior to their performance or acceptance by the City of Stamford. A formal executed change order issued by the City of Stamford shall be the only authorization to proceed.

## **1.21 Payment**

The proposer will bill the Office of Operations, Engineering Bureau based on the submission of monthly invoices in a format to be determined by the City.

## **1.22 Termination for Default or for the Convenience of the Contracting Agency**

Performance under any contract resulting from this RFQ may be terminated by the City of Stamford whenever: The Consultant, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or, the contracting office shall determine that termination is in the best interest of the City of Stamford.

Termination will be effected by delivery to the Consultant of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the Consultant shall:

- Stop all work;
- Assign to the City of Stamford all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Stamford all completed work and work in progress, including electronic files;
- Preserve and protect, until delivery to the City of Stamford, all material, plans, and documents related to this contract, which, if the contract had been completed, would have been furnished to the City of Stamford or necessary for the completion of the work.

## **1.23 Performance Warranty**

Notwithstanding prior acceptance by the City of Stamford of any deliverables under any contract resulting from this RFQ, the Consultant expressly warrants for three (3) years from the date the City of Stamford accepts completion of the contract, against all errors, omissions and design deficiencies, all delivered documentation, reports and other items as properly functioning and in compliance with the terms of the contract. Consultants will be required to correct all errors, omissions and design deficiencies within two (2) weeks of notification by the City of Stamford of same, or such longer periods as may be

necessary using all diligence and dispatch as agreed upon by the City and the Consultant. If the Consultant fails to repair an identified error, omission, deficiency or defect within such period, then the City of Stamford may, at its option, correct it and the Consultant will be required to reimburse the City of Stamford for all costs incurred.

#### **1.24 Insurance Requirements (to be furnished)**

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

#### **1.25 Competition intended**

It is the City's intent that this RFQ permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

#### **1.26 Affirmative Action and Equal Employment Opportunity Practices**

The firm awarded a contract as a result of being qualified under this RFQ, must meet all City, State, and Federal affirmative action and equal employment opportunity practices.

### **2.0 CONSULTANT/PROJECT REQUIREMENTS AND SCOPE OF SERVICES**

#### **2.1 CONSULTANT REQUIREMENTS**

- Consultants shall be prequalified by the Connecticut Department of Transportation (ConnDOT) for the categories of work that are required to successfully complete this project.
- Consultants shall have completed projects similar in character, complexity, scope and size with the proposed staffing.
- Consultant shall have demonstrated abilities to adequately staff projects so that they can be completed in the allotted time.

#### **2.2 PROJECT REQUIREMENTS**

The Connecticut Department of Transportation (ConnDOT) has rated these bridges in poor or serious condition.

The proposed work shall conform and be executed in accordance with the requirements of the ConnDOT Federal Local Bridge Program guidelines. The resulting structure shall also:

- provide a minimum service life of 50 years
- have low maintenance requirements
- be economical to construct
- be aesthetically compatible with the surrounding environment

Operations during construction shall be sensitive to the needs of the residents using the bridge.

Please note that Cedar Heights Road Bridge No. 04067 is on Connecticut's Register of Historical Places and therefore will require coordination/review with the State Historic Preservation Office (SHPO).

### **2.3 SCOPE OF SERVICES**

The following is a general Scope of Services for this project. A more detailed Scope of Services and Design Schedule will be determined after Consultant selection.

The Consultant shall provide engineering services for the preparation of final contract (bid) documents including environmental/regulatory/historical permits, plans, specifications, and engineer's estimates, bidding and construction support services, for the replacement of Cedar Heights Road Bridge and Riverbank Road Bridge both found deficient by ConnDOT. The chosen Consultant may also be required to provide construction administration services and support.

The Consultant shall thoroughly investigate each site, and make recommendations to the City for the most economical design that satisfies the objectives established previously herein.

The plans and specifications shall conform to ConnDOT format. The construction contract will be paid using pay items with the governing specifications of Form 816 of the Connecticut Department of Transportation, including current supplements thereto. The Consultant shall prepare special provisions for any modified item or items required but not covered in Form 816. All work shall be completed in English units in accordance with the requirements of ConnDOT and the City of Stamford.

Where required, the major work items for this project shall include, but is not limited to:

- **SURVEY AND PLANS FOR ENGINEERING DESIGN:** Perform property line and topographic surveys. Provide plans of same.
- **PRELIMINARY ENGINEERING:** Provide necessary preliminary engineering services resulting in an approved structure type.

- **DESIGN PHASES:** Perform design and prepare various design phase submissions. The plans and specifications shall conform to ConnDOT format. The construction contract will be paid using pay items with the governing specifications of Form 816 of the Connecticut Department of Transportation, and special provisions as required.
- **ENVIRONMENTAL/REGULATORY PERMITS:** Obtain and apply for the necessary environmental/regulatory permits, approvals, and authorizations.
- **HISTORICAL INVOLVEMENT:** Coordinate with and obtain the necessary approvals and authorizations from the SHPO.
- **COMMUNITY PARTICIPATION PROGRAM:** It is necessary that a comprehensive and responsive community participation program, in the form of public informational meetings, be established and carried out.
- **BIDDING PHASE SERVICES:** The Consultant shall provide all necessary services to prepare the construction documents for bidding, including attending pre-bid meetings, bid evaluation, scheduling and attending all project presentations, facilitate with the contractor's selection process, which includes fee negotiation, contract preparation, and with the City's contract approval process.
- **CONSTRUCTION PHASE SERVICES:** The Consultant shall review, and with the City's concurrence, approve any requested material changes, shop drawings and technical submittals by the contractor before and during construction. The Consultant may be requested to perform construction administration services such as construction inspection, preparation of change orders, approval of contractor payments, attendance at progress meetings, and acceptance of final bridge construction.
- **COORDINATION:** The selected Consultant shall, as part of this "scope of services," provide the City with the necessary coordination with the impacted property owners so as to ensure that the proposed designs are implementable.
- **MEETINGS:** The Consultant is required to attend meetings scheduled by all public agencies related to the project, or meetings requested by the City' designated project manager.

### **3.0 RESPONSE INSTRUCTIONS**

The City advises the Consultant to follow the guidelines given below for an efficient evaluation and selection process.

#### **3.1 CONTENT AND FORMAT**

Each copy of the Consultant's submission shall contain the following three (3) sections:

- |           |                    |
|-----------|--------------------|
| Section 1 | Cover Letter       |
| Section 2 | Technical Response |
| Section 3 | References         |

The submission must be bound in such a manner that any updates can be incorporated into the original responses without much difficulty. The name of the Consultant must appear on the outside front cover of each copy.

### 3.1.1 NUMBER OF COPIES

The number of response copies and other submission requirements shall be in accordance with the Purchasing Department's Cover Sheet and Section 1.3 of this RFQ.

### 3.1.2 PAGE NUMBERING

Each page of the response must be numbered consecutively from the beginning through all appended material.

### 3.1.3 UPDATED RESPONSES

In the case where there is a need for updating the submitted documents prior to the RFQ due date, the Consultant will be responsible for the insertion of updated pages in all submitted copies. All new or corrected pages must show the date of revision and indicate the portion of the page that has been changed. This latter requirement is to be met by drawing vertical lines down both margins of all affected pages.

### 3.1.4 UNSOLICITED CHANGES

The City of Stamford reserves the right to reject any unsolicited modifications or additions received between the date of submission and short-listing of consultants' selection, including the substitution of sub-consultants or staff.

## 3.2 COVER LETTER

The cover letter must specify the following:

- The name and address of the Consultant.
- Contact information of the individual whom the City of Stamford should contact regarding questions, and clarifications.
- Brief description of similar projects that the proposed design team has successfully recently completed.
- The corporation name and address of all proposed sub-consultants.
- The relationship to any "parent" firm or subsidiary firm, with any of the parties concerned, must be clearly defined.

## 3.3 TECHNICAL RESPONSE

The technical response should contain, at a minimum, the following information:

- A listing of similar projects completed in the last five years **by the proposed project team.**

- A listing of previous experience with State and Municipal agencies. In particular projects that required Environmental/Regulatory and Historical permitting and/or approvals.
- Submit a detailed statement including the organizational structure under which the firm proposes to conduct business.
- Identify members of the proposed project team and sub-consultants.
- Provide vitae on principals and proposed staff committed to this project.
- Demonstration on past performance with regard to meeting DBE goals.
- Demonstration on past performance with regard to meeting project time and budget guidelines.
- Provide firm's brochure and current Federal GSA Form 330.
- Any other information that might assist the City of Stamford in the review of responses that best relate the firm's abilities.

### **3.4 REFERENCES**

Provide references for the similar projects completed in the last five years **by the proposed project team** noted in Section 3.3. References should include contact's telephone and fax numbers as well as e-mail addresses.

## **4.0 RESPONSE EVALUATION AND SELECTION**

Following the advertisement period for this Request for Qualifications, a selection committee, comprised of technically qualified personnel from the Office of Operations, and other relevant City of Stamford departments, will evaluate each response based upon the following criteria:

- Previous experience with similar projects.
- Experience with State and municipal agencies, in particular projects that required Environmental/Regulatory and Historical permitting and/or approvals.
- Firm capabilities including size, experience, and qualifications of proposed project team.
- Ability to complete projects within time and budget guidelines.

The City of Stamford reserves the right to reject any and/or all responses submitted or to request information from any firm(s) as necessary to properly evaluate the responses.

The selection committee will then select ("short-list") approximately five (5) consulting firms for interview.

At the completion of the interviews, the selection committee will rank the firms interviewed in accordance with their determination of which firm is most competent and compatible to do the work. The firm deemed most qualified will then enter into discussions with the City to determine a detailed scope of services after which the contract terms and fee will be negotiated for the design services. If agreement on contract terms and fee cannot be reached, the

negotiations with that firm will be formally terminated and the firm ranked second will be invited in for scoping and contract negotiations.

**City of Stamford**  
**Insurance Requirements**  
**Design for the Replacement of Cedar Heights Road**

The Contractor shall maintain, at all times during the contract term, the following insurance coverages:

1. ***Comprehensive General liability*** insurance, which provides coverage for operations liability, completed operations and products liability, contractual liability, personal injury and advertising liability and broad form property damage coverage:
  - Must be written on an occurrence basis;
  - Completed operations and products liability insurance must be maintained for a period of not less than three (3) years following termination of the Agreement or completion of the services under the Agreement, whichever is later;
  - Contractual liability must insure any indemnities contained in the contract.
  - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$2 million in the aggregate;
  - City of Stamford and its employees, agents and officers to be designated as additional insureds.
  
2. ***Comprehensive automobile liability***, which provides coverage for liabilities arising out of the ownership, operation and maintenance of motor vehicles.
  - City of Stamford and its employees, agents and officers to be designated as additional insureds;
  - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage.
  - Insurance to cover all owned, non-owned, rented and leased vehicles.
  
3. ***Workers' compensation*** coverage, which complies with statutes and regulations of the State of Connecticut.
  
4. ***Employer's liability*** insurance, with minimum limits of liability of \$500,000 each accident, \$500,000 disease each employee and \$500,000 disease policy limit.
  
5. ***Professional liability*** insurance, which covers the services of the Contractor as described in the Agreement. Minimum limit of liability is \$2,000,000 each claim.

**Additional Requirements:**

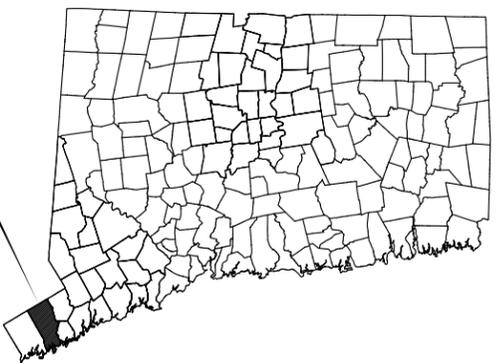
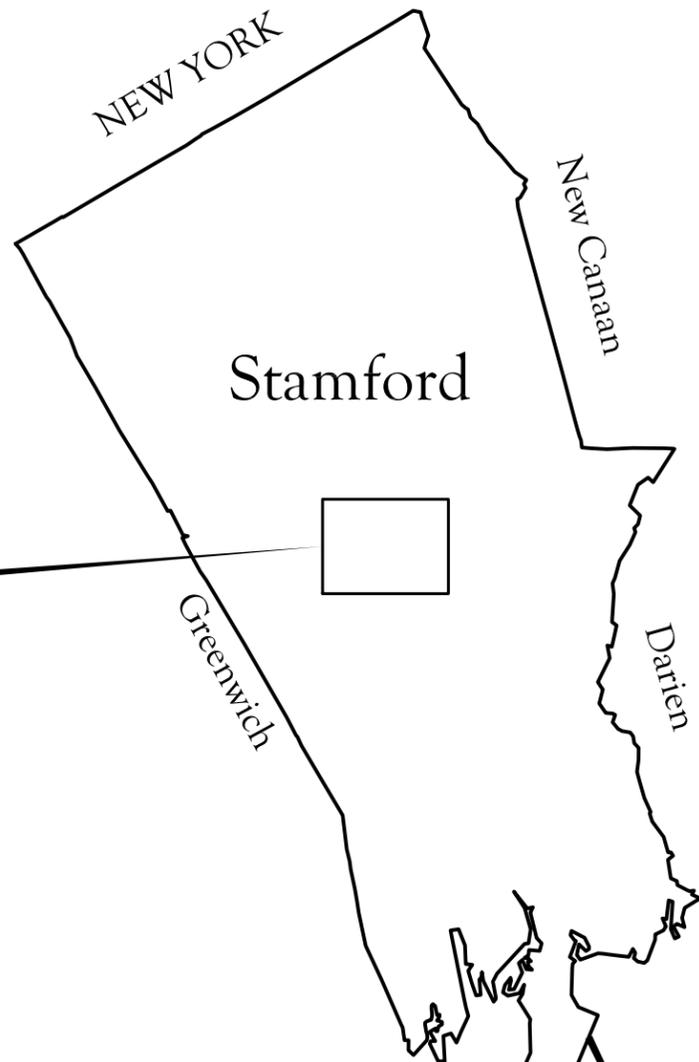
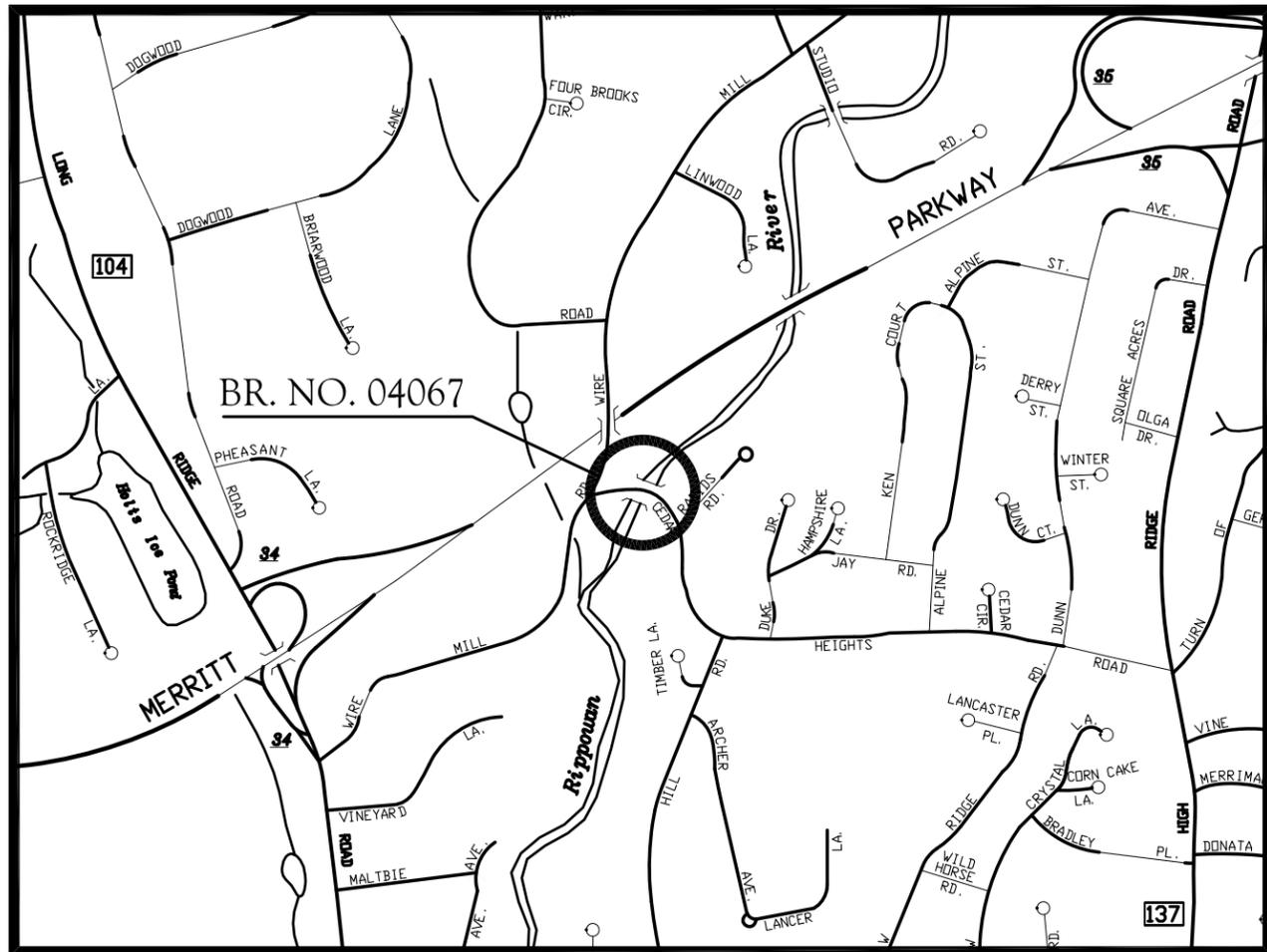
- Any insurance underwritten on a claims made as opposed to an occurrence basis shall contain a retro-active date of the date the Agreement is executed or commencement of services, whichever is earlier and an extended reporting period of not less than five (3) years following termination of the Agreement or completion of the services provided hereunder, whichever is later.
- All insurance required hereunder shall contain thirty days (30) prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in any terms and conditions of the insurance required hereunder.
- All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and shall be primary without any right of contribution from any insurance maintained by or on behalf of the City of Stamford.
- The Contractor shall provide the Risk Manager of the City of Stamford with certificates of insurance evidencing the insurance required hereunder upon provisional award of the Contract and upon expiration of any insurance policies required hereunder.

ADDRESS		CERTIFICATE OF INSURANCE								
<b>PRODUCER</b> Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.							
			<b>COMPANIES AFFORDING COVERAGE</b>							
<b>INSURED</b> Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number			<b>COMPANY A</b> Name of Insurance Company							
			<b>COMPANY B</b> Name of Insurance Company							
			<b>COMPANY C</b> Name of Insurance Company							
<b>COVERAGES</b>										
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
CO LTR	TYPE OF INSURANCE			POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY (FOREIGN)			XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE		\$2,000,000	
	X	COMMERCIAL GENERAL LIABILITY					PRODUCTS-COMP/OP AGG		\$2,000,000	
		CLAIMS MADE	X				OCUR	PERSONAL & ADV INJURY		\$1,000,000
		OWNER'S & CONT PROT Contractual Liability, Broad Form Property Damage, Broad form property damage					EACH OCCURRENCE		\$1,000,000	
	X	Contractual Liability coverage					FIRE DAMAGE (Any one fire)		\$50,000	
			MED EXP (Any one person)		\$10,000					
A	AUTOMOBILE LIABILITY			XXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT		\$1,000,000	
	X	ANY AUTO					BODILY INJURY (Per Person)		\$	
		ALL OWNED AUTOS					BODILY INJURY (Per Accident)		\$	
		SCHEDULED AUTOS					PROPERTY DAMAGE		\$	
		HIRED AUTOS								
		NON-OWNED AUTOS								
GARAGE LIABILITY						AUTO ONLY - EACH ACCIDENT		\$		
	ANY AUTO					OTHER THAN AUTO ONLY:				
						EACH ACCIDENT		\$		
						AGGREGATE		\$		
EXCESS LIABILITY								\$		
	UMBRELLA FORM							\$		
	OTHER THAN UMBRELLA FORM							\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XXXXXXXXXX	XX/XX/XX	XX/XX/XX	X	STATUTORY LIMITS	\$	
	EMPLOYERS' LIABILITY						EACH ACCIDENT		\$500,000	
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE:		X				INCL	DISEASE - POLICY LIMIT		\$500,000
							EXCL	DISEASE - EACH EMPLOYEE		\$500,000
C	Professional Liability			XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$2,000,000			
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:</b> <i>City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance maintained by Contractor shall be primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation under all policies required hereunder apply to City of Stamford, and its employees, agents and officers.</i>										
<b>CERTIFICATE HOLDER</b>  City of Stamford 888 Washington Boulevard Stamford, CT 06904-2152				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.						

**RFQ No. 617  
APPENDIX A**

**Local Bridge Program Preliminary Application  
Cedar Heights Road Bridge No. 04067**

**PRELIMINARY PLANS**



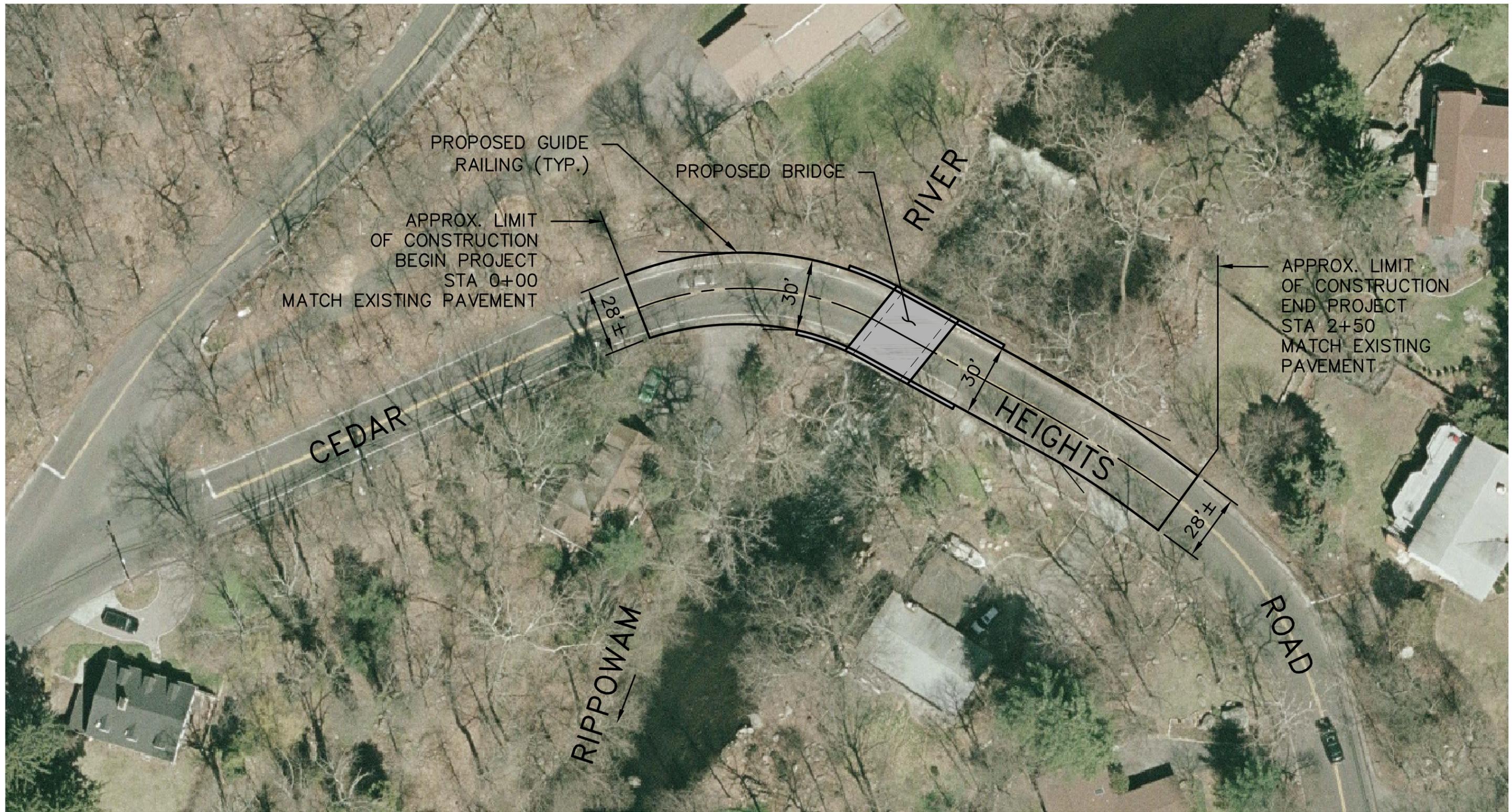
NO.	DATE	DESCRIPTION	CHK.
		REVISIONS	



**CITY OF STAMFORD**  
ENGINEERING BUREAU

**REPLACEMENT OF  
CEDAR HEIGHTS ROAD BRIDGE NO. 04067  
OVER THE  
RIPPOWAM RIVER**

Subject ConnDOT LBP Preliminary Application  
 Made by: PDG Date: 11/30/11  
 Chk. by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Sheet No. 1 of 3



NO.	DATE	DESCRIPTION	CHK.
		REVISIONS	



**CITY OF STAMFORD**  
ENGINEERING BUREAU

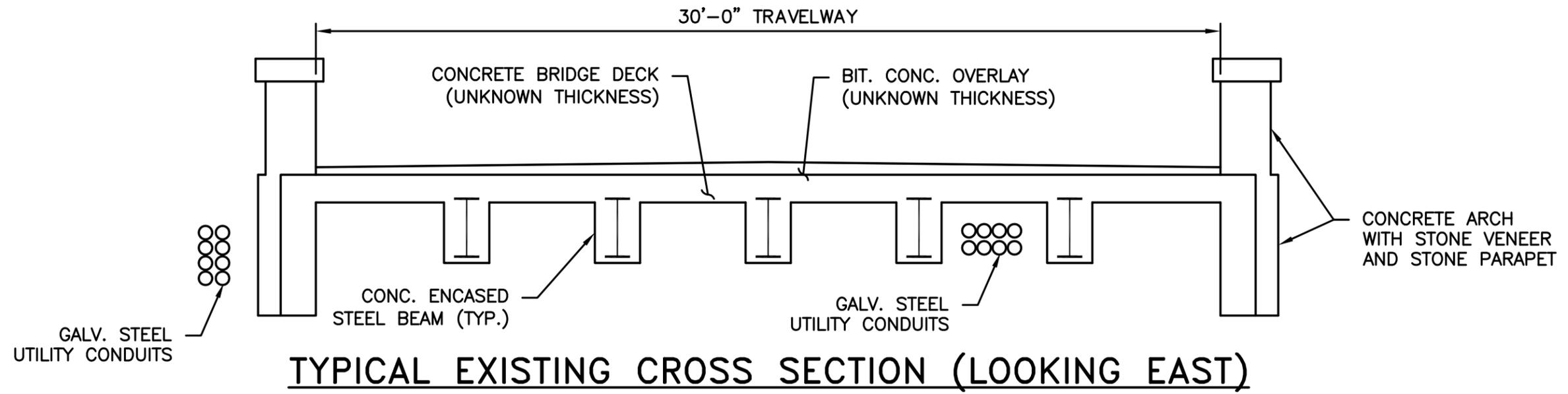
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CEDAR HEIGHTS ROAD BRIDGE NO. 04067  
OVER THE  
RIPPOWAM RIVER**

Subject ConnDOT LBP Preliminary Application

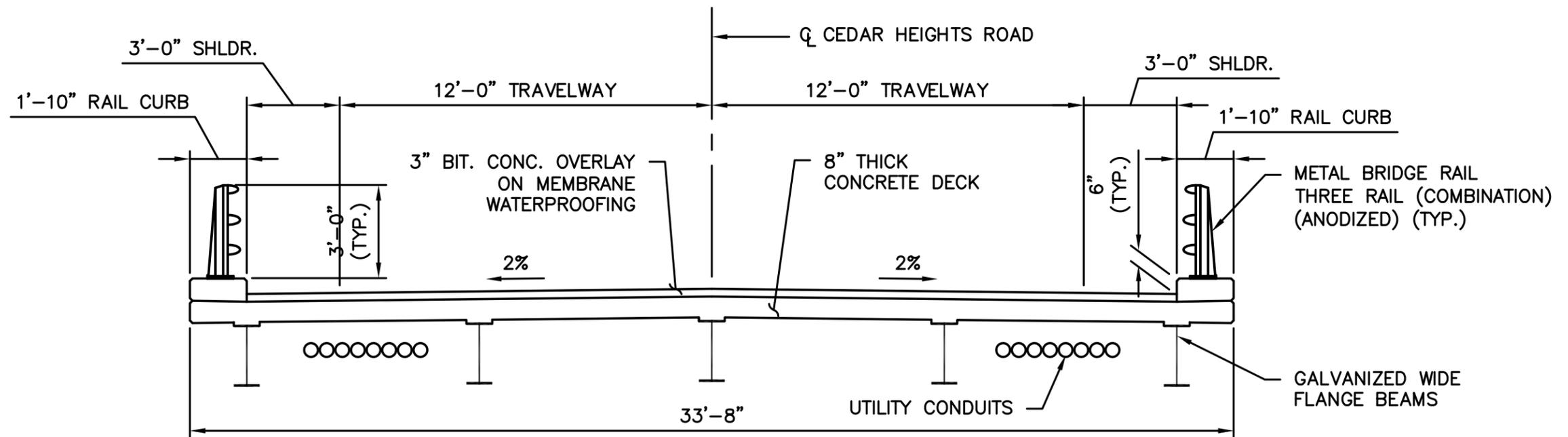
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Sheet No. 2 of 3



SCALE: 1/4" = 1'-0"



**TYPICAL PROPOSED CROSS SECTION**

SCALE: 1/4" = 1'-0"

NO.	DATE	DESCRIPTION	CHK.
		REVISIONS	



**CITY OF STAMFORD**  
ENGINEERING BUREAU

**REPLACEMENT OF  
CEDAR HEIGHTS ROAD BRIDGE NO. 04067  
OVER THE  
RIPPOWAM RIVER**

Subject ConnDOT LBP Preliminary Application

Made by: PDG Date: 11/30/11

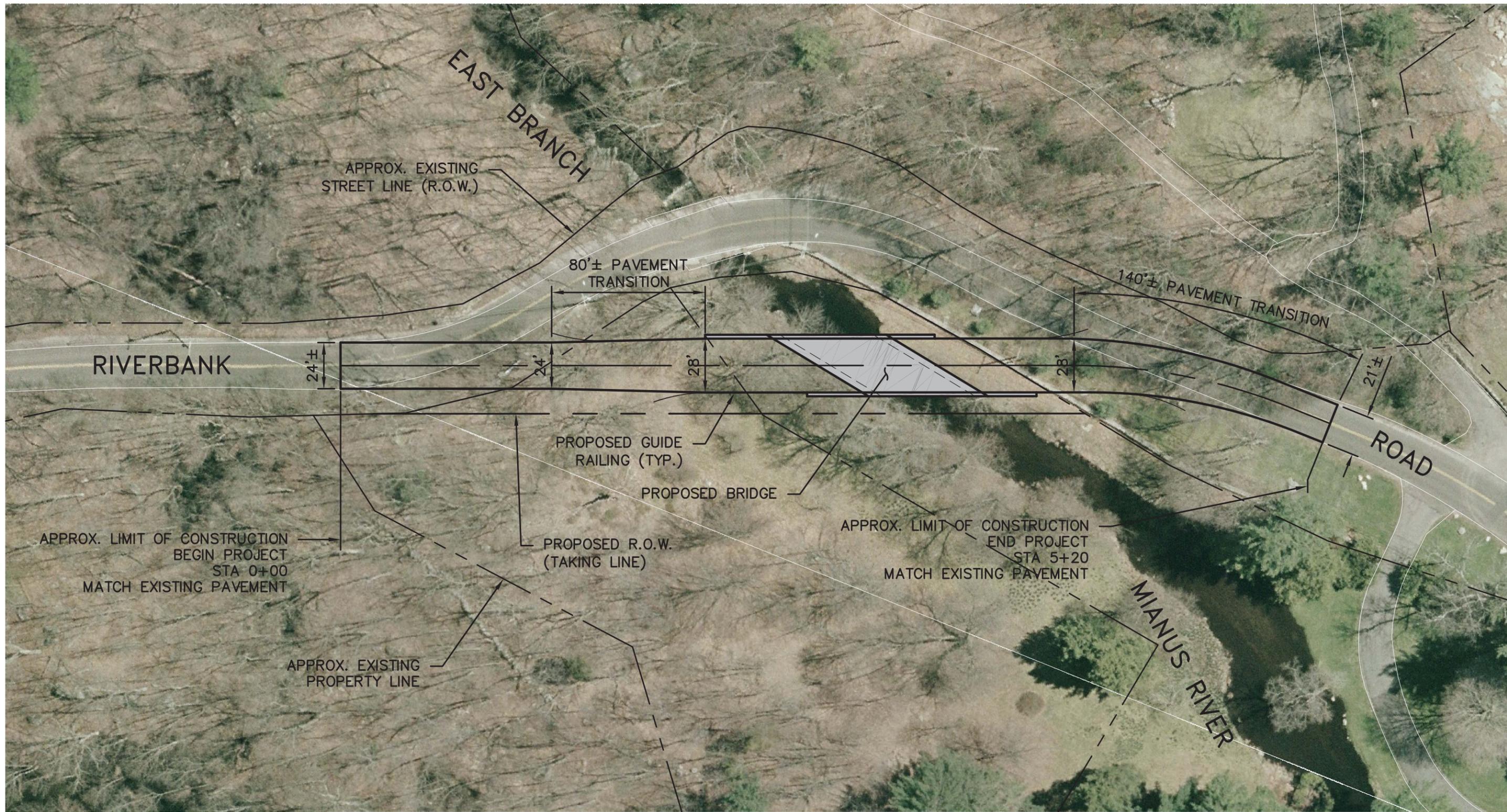
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Sheet No. 3 of 3

Local Bridge Program Preliminary Application  
Riverbank Road Br. No. 04071

PRELIMINARY PLANS





NO.	DATE	DESCRIPTION	CHK.
		REVISIONS	



**CITY OF STAMFORD**  
ENGINEERING BUREAU

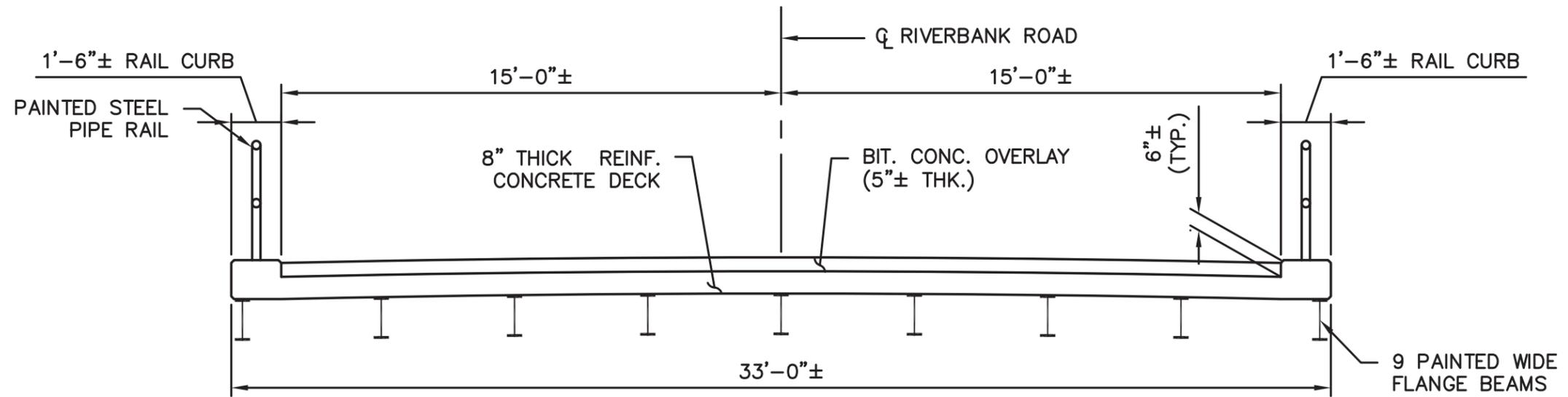
**REPLACEMENT OF  
RIVERBANK ROAD BRIDGE  
OVER THE  
EAST BRANCH MIANUS RIVER**

Subject ConnDOT LBP Preliminary Application

Made by: PDG Date: 11/10/11

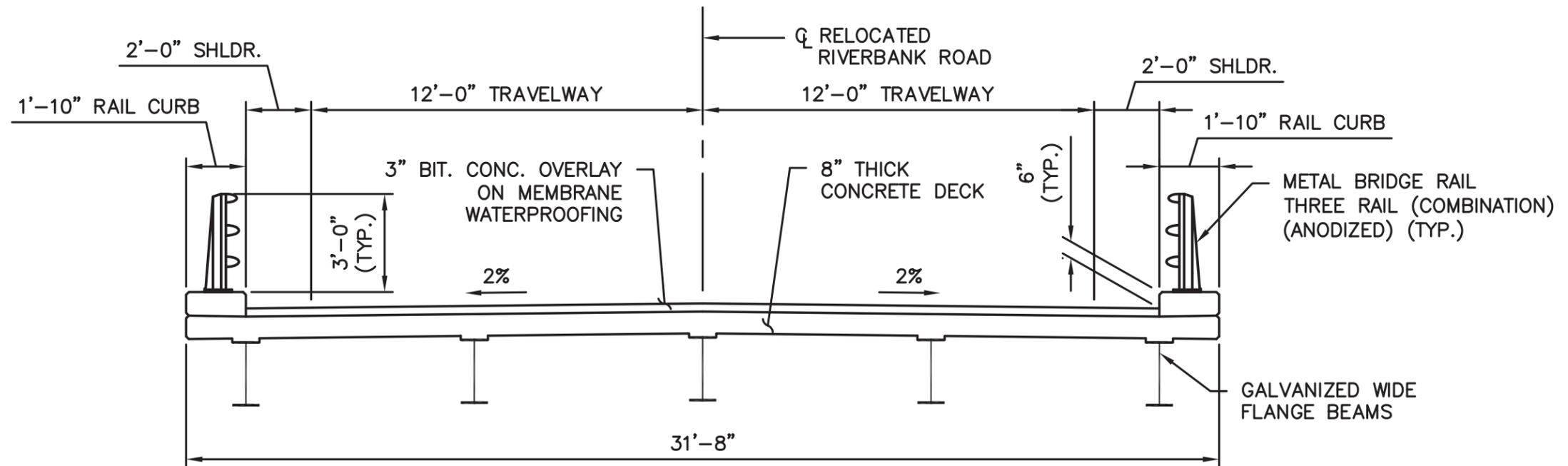
Chk. by: \_\_\_\_\_ Date: \_\_\_\_\_

Sheet No. 2 of 3



**TYPICAL EXISTING CROSS SECTION**

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**TYPICAL PROPOSED CROSS SECTION**

SCALE: 1/4"=1'-0"

NO.	DATE	DESCRIPTION	CHK.
		REVISIONS	



**CITY OF STAMFORD**  
 ENGINEERING BUREAU

**REPLACEMENT OF  
 RIVERBANK ROAD BRIDGE  
 OVER THE  
 EAST BRANCH MIANUS RIVER**

Subject ConnDOT LBP Preliminary Application

Made by: PDG Date: 11/18/11

Chk. by: \_\_\_\_\_ Date: \_\_\_\_\_

Sheet No. 3 of 3