

REQUEST FOR PROPOSAL

WETLAND DELINEATION SERVICES RELATING TO WOODRIDGE LAKE WATERSHED MANAGEMENT

TOWN OF GOSHEN

BOARD OF SELECTMEN

GOSHEN, CT 06756

April 5, 2017

Town of Goshen
Board of Selectmen
c/o Robert Valentine – First Selectman
42A North Street
Goshen, CT 06756-0187

Tel: 860-491-2308
Fax: 860-491-6028

e-mail: 1stselectman@goshenct.gov

REQUEST FOR PROPOSAL

Wetland Delineation Services

The Town of Goshen seeks the services of a Connecticut Soil Scientist. Details of the project can be obtained from the Office of the First Selectman.

Submit sealed bids to the First Selectman's office, Town of Goshen, 42A North Street, Goshen, CT 06756. Bids will be opened publicly and read aloud at the Selectmen's meeting starting at 5:00 PM. on May 2, 2017. Clearly mark the outside of your proposal "Wetland Delineation Services for Woodridge Lake Watershed Management". No bids will be accepted after 4:45 PM on May 2, 2017.

The information for Bidders, Proposal Form, and other Contract Documents, may be obtained from the office of the First Selectman.

The Town of Goshen reserves the right to waive any informalities in Bids, to reject any or all Bids, or to accept any proposal that in their judgment will be in the best interest of the Town of Goshen.

The Town of Goshen does not discriminate on the basis of sex, race, age, physical disability, religion or national origin.

A Certificate of Insurance must be delivered to the Town within 10 days from Notice of Award.

PROJECT DESCRIPTION

Proposal: Wetland Delineation Services Relating to Woodridge Lake Watershed Management

Town of Goshen Engineering Consultant

Lenard Engineering, Inc. (LEI) serves as the Town's consulting engineer and is designated as the Town's project coordinator for this assignment. As such, all technical coordination between the Town and the selected consultant should flow through LEI. Potential respondents may contact LEI directly with any questions during the proposal process up to 72 hours prior to the due date and time:

Todd Parsons, P.E.
Lenard Engineering, Inc
140 Willow Street – Suite #8
Winsted, CT 06098

Tel: 860-379-6669
Fax: 860-738-1272

e-mail: parsons@lenard-eng.com

Information Supplied with this RFP

Enclosed for reference, please find the following documents:

Attachment 1, Woodridge Lake Watershed Management Study Area. This plan shows the location, limits, and general requirements for the survey work associated with this Request for Proposal.

Attachment 2, Insurance Requirements of Contractors

Attachment 3, Agreement between Owner and Consultant

Background

The Town of Goshen, in conjunction with the Woodridge Lake Property Owners Association intends to construct certain stormwater management improvements in an effort to reduce the phosphorus loading to Woodridge Lake. There are five locations where improvements are contemplated.

The Town desires to retain a qualified, Connecticut Soil Scientist (the consultant) to prepare wetland delineations necessary for design, permitting, and construction of the necessary stormwater management improvements for this project.

Basis of Selection

The Town presumes that all Connecticut Soil Scientists solicited for this proposal are appropriately qualified to furnish the required services. Accordingly, selection will be based primarily on fee and delivery schedule for the scope described herein.

Scope of Services

The selected consultant shall render the following services to the Town:

1. Visit each site and delineate state and federally-regulated wetlands within the project limits identified in Attachment No. 1. State-defined wetland delineation shall be based on the definition contained in Connecticut General Statutes Section 22a-38. Federally-defined wetland delineation shall be completed using the U.S. Army Corps of Engineers Wetland Delineation Manual.
2. Prepare a sketch of each site indicating flag numbers and general flag locations, suitable for a surveyor to field locate the flags.
3. Provide a written soil report in support of the state-defined wetland delineation for each location.
4. Provide data sheets for federally-defined delineation.

Client-Supplied Information

The Town will furnish the following items to the selected consultant:

1. Written permission for the selected consultant to enter upon private property for field work.

Schedule

The Town desires to expedite this work. Accordingly, the selected consultant shall complete the scope of services described above within **three weeks** from the date of authorization to proceed.

INSTRUCTIONS TO BIDDERS

BIDDING PROCEDURES:

Bids shall be submitted on the forms designated by the Town of Goshen.

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Town Hall, First Selectman's Office, 42A North Street, Goshen, CT 06756.

BIDDER QUALIFICATIONS:

In order to qualify as a bidder for this project, the Consultant shall have been in business for three (3) years. Bidder shall submit a Certificate of Insurance for Liability and Workers' Compensation as outlined in the Insurance Section.

BID OPENING:

Bids will be opened publicly at the time and on the date stipulated in the Request for Proposal.

EXAMINATION OF BIDDING DOCUMENTS:

Bidders are to examine all documents and visit the site to thoroughly acquaint themselves with all aspects of the Project.

MODIFICATION OR WITHDRAWAL OF BID:

Bids can be withdrawn or modified only by written request received before the time and date of bid receipt.

FAIR EMPLOYMENT PRACTICES:

The successful Contractor shall agree that neither he nor his Sub-contractor will refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him in compensation or ill terms, conditions or privileges of employment because of race, color religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes, "Unfair Employment Practices". In addition, the Contractor shall not discriminate with regard to requirements of ADA.

INSURANCE:

The Consultant shall carry insurance coverages meeting the document INSURANCE REQUIREMENTS OF CONTRACTORS as presented in Attachment 2.

REJECTION OF BIDS:

The TOWN OF GOSHEN reserves the right to reject any or all bids and the right to waive any informalities in the bidding and to make award in any manner that is most beneficial to the TOWN OF GOSHEN. Nothing in the bidding requirements or the contract documents shall be interpreted as restricting these rights.

Bid may be rejected if it includes unexplained interlineations, alterations, or erasures, if it is made subject to any qualifications or restriction added by the bidder, or if it is in any way incomplete or irregular.

AWARD OF CONTRACT:

The TOWN OF GOSHEN reserves the right to accept any bid or to reject any or all bids and the right to waive any informalities in the bidding and to make award in any manner that is most beneficial to the TOWN OF GOSHEN. Nothing in the bidding requirements or the contract documents shall be interpreted as restricting these rights.

This form must be submitted by the bidder.

TOWN OF GOSHEN

Wetland Delineation Services for Woodridge Lake Watershed Management

Bid Form:

Date: _____

Fixed Fee Amounts

Site 8a \$ _____

Site 9/10 \$ _____

Site 11 \$ _____

Site 12 \$ _____

Site 14 \$ _____

Total \$ _____

(Please complete this form in duplicate)

Include name, address, email address, telephone and fax numbers.

This form must be submitted by the bidder.

INDEMNIFICATION

The Consultant hereby agrees to and shall indemnify and hold harmless the Town of Goshen, its agents and employees of said Town from any liability or damages for property damage or bodily injury, including death, which may arise from the Consultant's negligent acts under this agreement, to the proportion such negligence contributed to this damage, injury or loss, whether such acts be by the Consultant or any or its subconsultants. The Town of Goshen agrees to and shall indemnify and hold The Consultant harmless from any liability or damages for property damage or bodily injury, including death, which may arise from all causes of any kind other than The Consultant's negligence.

_____	_____ Signature (Owner)
_____ Witness	_____ (Company) Please print or type
_____ Date	_____ (Address)
	_____ (_____)_____ (Telephone)
	_____ FAX

This form must be submitted by the bidder.

NON-COLLUSION AFFIDAVIT

The undersigned certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultations, communication, or agreement with any other bidder or competitor on any matter whosoever for the purpose of restricting competition;
2. Except as may be required by law, prices quoted in this bid have not been knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor, nor will they be so disclosed prior to the opening of bids;
3. No attempt has been made nor will be made by the bidder to induce any other person, partnership, or corporation to submit or to refrain from submitting a bid on this project.

Bidder: By: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

DATE: _____

ATTACHMENT 1
TOWN OF GOSHEN

WOODRIDGE LAKE WATERSHED MANAGEMENT STUDY AREA

**The following sketches show the location and limits of areas for
wetland delineation and survey services.**

Town of Goshen

Geographic Information System (GIS)



Date Printed: 3/30/2017

**MAP DISCLAIMER - NOTICE OF LIABILITY**

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Goshen and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 100 feet



SITE #8a

AT BEACH

Town of Goshen

Geographic Information System (GIS)



Date Printed: 3/30/2017



MAP DISCLAIMER - NOTICE OF LIABILITY

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Approximate Scale: 1 inch = 100 feet



SITE #9/10
NEAR 80 EAST HYERDALE DRIVE

Town of Goshen

Geographic Information System (GIS)



Date Printed: 3/30/2017



MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Goshen and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 100 feet



SITE #11
NEAR 32 EAST HYERDALE DRIVE

Town of Goshen

Geographic Information System (GIS)



Date Printed: 3/30/2017

**MAP DISCLAIMER - NOTICE OF LIABILITY**

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Goshen and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 100 feet



SITE #12

AT INTERSECTION OF SHELBOURNE & HYERDALE

Town of Goshen

Geographic Information System (GIS)



Date Printed: 3/30/2017



MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Goshen and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 100 feet



SITE #14
NEAR 33 WEST HYERDALE DRIVE

Town of Goshen, CT: GIS Legend



Map Layer Symbols

	Town Line		ROW
	Parcel Lines		ROW Easement
	Discontinued Roads		Water Bodies
	Major Roads		Rivers & Streams

Planimetric Symbols

Zoning

	CB
	RA-1
	RA-2
	RA-5
	RR
	WL

Sanitary System

	Sanitary Lines
	Manholes
	Pump Stations

Drainage System

	Drainage Lines
	Culverts
	Pipes
	Catchbasins
	Headwall

	Box Culvert
	Ditch
	Outfalls
	Storm Chamber
	Storage Tank
	Storm Manhole
	Lake Input
	Other
	Unknown

Wetland Soils

	Alluvial and Floodplain Soils
	Poorly Drained and Very Poorly Drained Soils

Farmland Soils

	Prime Farmland Soils
	Statewide Important Farmland Soils
	Natural Diversity Database Area
	Aquifer Protection Area

General Disclaimer:

Although it is the Town's intent to provide accurate and up-to-date information, no warranty, express or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained on the pages of this site. The Town of Goshen assumes no liability for damages, incurred by the user of this information, which occur directly or indirectly as a result of errors, omissions or discrepancies in the information. The Town provides this information on an "as is" basis. The Town of Goshen reserves the right to make changes and updates to the information at any time and without notice. Any person or entity who relies on information contained herein does so at his or her own risk.

ATTACHMENT 2
TOWN OF GOSHEN

INSURANCE REQUIREMENTS OF CONTRACTORS

INSURANCE REQUIREMENTS OF CONTRACTORS

Contractor shall carry the following minimum insurance coverages for the duration of the project. If awarded the bid for the project, proof of insurance as outlined below in the insurance section, must be provided within 10 working days of notification of the award. No award will be complete until the Town of Goshen receives the properly completed insurance certificate naming the Town of Goshen as an additional insured.

We understand that the insurance company may not be able to produce the policy endorsement evidencing the coverage within 10 working days. However, we expect to receive this policy endorsement within a reasonable time period of the contract will be void.

1. Statutory Workers Compensation and Employers Liability with limits of \$100,000 each Accident, \$100,000 Disease-each employee and \$500,000 Disease-policy limit.

2. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits: \$1,000,000 - Each Occurrence for Bodily Injury and Property Damage
\$1,000,000 - Products, Completed Operations Aggregate Limit
\$1,000,000 - General Liability Aggregate* Limit
\$1,000,000 - Personal Injury

*General Aggregate MUST include per project endorsement.

The Town of Goshen, its officials, employees and volunteers, MUST be additional insureds with reference to this project on a primary basis. The policy endorsement evidencing this coverage must be provided with the certificate of liability insurance.

The insurer shall waive all rights of subrogation against the Town of Goshen, its officers, employees and volunteers arising from work performed by contractor pursuant to any permit issued by the Town of Goshen.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

3. Automobile Liability covering all owned, non-owned and hired vehicles.

Limit: \$1,000,000 - Combined Single Limit for Bodily Injury and Property Damage.

Umbrella limits over Automobile Liability limits may be used to make up the required limits.

If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automobile Liability insurance policies.

Any cancellation or reduction or material changes in insurance coverage will require thirty (30) days notice to the Town of Goshen by certified mail with return receipt requested.

Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A- VII" or better.

ATTACHMENT 3
TOWN OF GOSHEN

AGREEMENT BETWEEN OWNER AND CONSULTANT

Agreement Between Owner and Consultant

THIS AGREEMENT is by and between:

The Town of Goshen
(Hereinafter referred to as "Owner")

and

Consultant Name
(Hereinafter referred to as
"Consultant")

42A North Street
Goshen, CT 06756

Address 1
Address 2

Owner and Consultant hereby, agree as follows:

ARTICLE 1 – WORK

- 1.01 Consultant shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Prepare wetland delineation at five sites in preparation for storm drainage design.

ARTICLE 2 – ENGINEER

- 2.01 The Owner may, at its sole discretion, retain the services of an outside engineer (Engineer), to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 The Contract Time shall commence to run on the date so ordered on the Notice to Proceed issued by the Owner. The Work will be substantially completed within three weeks after the date when the Contract Times commence to run.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Consultant for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the following amount:

Contract Price (in words):

_____ Dollars

ARTICLE 5 – PAYMENT PROCEDURES

- 5.01 Consultant shall submit Applications for not more than once per month based on a percent complete. Owner will pay Consultant within 30 days of approval of the payment request.

Agreement Between Owner and Consultant

ARTICLE 6 – CONSULTANT’S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Agreement, Consultant makes the following representations:
- A. Consultant has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Consultant has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Consultant is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Consultant has considered the information known to Consultant; information commonly known to consultants doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - (1) The cost, progress, and performance of the Work;
 - (2) The means, methods, techniques, sequences, and procedures to be employed by Consultant, including any specific means, methods, techniques, sequences, and procedures expressly required by the Contract Documents; and
 - (3) Consultant is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - E. Consultant has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Consultant has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Consultant.
 - F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to ____, inclusive).
 - 2. Request for Proposal Wetland Delineation Services Relating to Woodridge Lake Watershed Management dated April 5, 2017
 - 3. Attachment 1: Woodridge Lake Watershed Management Study Area
 - 4. Attachment 2: Insurance Requirements of Contractors
 - 5. Addenda (numbers ____ to ____, inclusive).

Agreement Between Owner and Consultant

6. Exhibits to this Agreement (enumerated as follows):
 - a. Consultant's Bid (pages ____ to ____, inclusive).
 - b. Documentation submitted by Consultant prior to Notice of Award.
 - c. Notice of Award (pages ____ to ____, inclusive).
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. There are no Contract Documents other than those listed above in this Article 10.
- C. The Contract Documents may only be amended, modified, or supplemented by duly executed change order.

ARTICLE 8 – STANDARD OF CARE

- 8.01 Consultant will use that degree of care and skill ordinarily exercised under similar circumstances, at the same time and in the same locale by members of the profession.

ARTICLE 9 – MISCELLANEOUS

9.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*

- A. Owner and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Contract Documents shall

Agreement Between Owner and Consultant

be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 *Consultant's Certifications*

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:
1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.05 *Other Provisions*

IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement. Counterparts have been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or have been identified by Owner and Consultant or on their behalf.

Agreement Between Owner and Consultant

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

The Town of Goshen

By: _____

Title: First Selectman

Attest: _____

Title: _____

Address for giving notices:

Goshen Town Hall – Office of the First Selectman

42A North Street

Goshen, CT 06756

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONSULTANT:

Consultant Name

By: _____

Title: _____

(If Consultant is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:
