

**TOWN OF CANTON, CONNECTICUT  
REQUEST FOR PROPOSALS  
FOR  
ENGINEERING CONSULTANT SERVICES**

The Town of Canton is soliciting proposals from professional engineering consultants for services to assist Town Officials in siting, designing and constructing a boat ramp on the Farmington River. The ramp would be intended primarily for kayaks and canoes.

Background

The Town of Canton is looking to increase public access to the Farmington River. The location of the proposed access is near the current Public Works Facility located at 50 Old River Road, in Collinsville CT. The Farmington River Bike Trail also traverses the area in close proximity to the bank of the river.

The Town is looking to provide parking and canoe and kayak access to the Farmington River. Currently there is approximately a ten foot elevation difference from the surface of the water to the top of the bank. This will decrease by approximately three feet with the construction of a nearby hydro facility which is scheduled to be operational this fall. The access to the river must meet all code requirements including the Americans with Disabilities Act. Potential conflicts between people using the Farmington River Bike Trail and the boat ramp must also be minimized through a combination of design and potentially relocating a short section of the trail.

The Town is looking for the least cost option, including both capital and maintenance costs, which may include a combination of ramp with a floating dock. The Town is also looking to minimize regulatory approvals where appropriate.

Scope of Services

The scope of services anticipated for the boat ramp project includes:

- 1) Review of available topographic surveys along the Upper Collinsville Mill Pond area including identifying trail pavement, access roads and parking area.
- 2) Review available bathymetric survey data which can be merged with topography data to produce a comprehensive map of the area.
- 3) Meet with Town staff and public officials to get comments on preferred approaches to river access.
- 4) Draft a conceptual design for river access which shall include a preliminary opinion of probable construction costs.
- 5) Finalize river access design incorporating staff and public official's comments.

6) Assist Town with preparation and presentation of the following possible regulatory permits or jurisdictional determinations:

- U.S. Army Corps of Engineers
- Department of Energy and Environmental Protection, including possible Flood Management Certification and/or 401 Water Quality Certificate
- Flood Management Certificate from the Town of Canton
- Site Plan approval from the Town of Canton which among other things has to indicate compliance with the Farmington River Protection Overlay District
- Canton Inland Wetlands and Watercourse Agency
- Other permits that may apply but not be specifically mentioned above

7) Modify final plan as may be required by regulatory agency approvals.

8) Create construction documents sufficient for a public bidding process or to be utilized by the Town for construction by Town staff. Such documents shall include existing and proposed conditions, grading, sediment and erosion control, areas of wetland impact, a tabulation of cut and fill quantities, construction sequence and standard details.

The consulting engineer will be expected to attend at least two local meetings and participate in at least one regulatory board meeting.

#### Possible Additional Scope of Services

The following are possible additional tasks which would be assigned if necessary:

- Environmental sampling or testing if contaminants are suspected near the area of river access.
- Bid Assistance
- Construction Inspection Services

The Town of Canton reserves the right to modify or expand the Scope of Services in a manner that best services the interest of the Town.

#### Schedule

Depending on the regulatory process, the scope of work indicated above should be completed in 4 to 8 months.

#### Submission of Statement of Qualifications

Interested consultants who wish to be considered for this work shall provide four (4) sets of the following information to Chief Administrative Officer Robert Skinner. The information shall be delivered to the Office of the Town Administrator, at 4 Market Street, P.O. Box 168, Collinsville, CT 06022-0168, no later than 12:00 pm local time on Friday, September 10, 2021. The submission shall include:

- a) Letter of Introduction;
- b) Consultant's Information Package;

- c) An outline and description of the Consultant's understanding of the Project and proposed approach necessary to meet requirements of the Scope of Services;
- d) A fee proposal to complete the above described scope of work. The fee proposal shall also include a list of all reimbursable items as well as an hourly rate for any additional work, including, but not limited to, possible construction oversight and testing that may be added at a later date. The fee proposal can be a lump sum for the entire scope of work or lump sum amounts for each task;
- e) Resumes of personnel who will work on the Project;
- f) At least four references (including contact person and phone number) for on-going or recently completed municipal projects of which at least two are similar to the proposed scope of work;
- g) Qualifications of the firm, including documented familiarity with boat ramps and the required permitting process;
- h) Certificate of liability insurance; and
- i) Any additional information that will assist in evaluating the qualifications of the consultant.

## **GENERAL CONDITIONS AND INSTRUCTIONS**

Disclaimer: This Request for Proposals (hereinafter, "RFP") is not a contract offer.

Pre-bid Conference: There will be a non-mandatory pre-bid conference on August 26, 2021 at 1:00pm at the Public Works Facility located at 50 Old River Road, Collinsville, CT. Respondents are highly encouraged to attend the pre-bid conference.

Proposal Submittals: Proposals must be received at the Office of the Chief Administrative Officer no later than Friday, September 10, 2021, 12:00 p.m. – noon. Respondents must submit one original and three copies. Proposals must be hand delivered or mailed to:

Office of the CAO  
Engineering Consulting Services RFP  
4 Market Street  
P.O. Box 168  
Collinsville, CT 06022-0168

Questions: Respondents with questions regarding the submission requirements may contact Robert H. Skinner *via email only* at [rskinner@townofcantonct.org](mailto:rskinner@townofcantonct.org).

Addendums: Addendum(s) to the RFP may be issued by the Town. When issued, addendum(s) will be posted on the Town's website under the "Request for Proposals" link. It is the respondent's responsibility to check to see if RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

Late Proposals: Proposals received after the deadline for submission shall not be considered.

Exceptions to RFP: Any and all exceptions of the respondent(s) to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the right to reject proposals which contain exceptions that the Town deems to be unacceptable.

Review of Proposals: The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of the Town. The Town reserves the right to negotiate with one or more respondents as it sees fit. Proposals will be evaluated based on what is in the best interests of the Town. Cost will not be the sole factor in evaluating proposals. No contract rights shall accrue to a respondent unless and until the Town and the respondent execute a binding contract.

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

Ownership of Proposals: All proposals submitted become property of the Town.

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

Period Commitment: Proposals shall be final and binding and may not be withdrawn or amended for (90) days from the date and time when proposals are due.

Irrevocability of Proposals: Respondent(s) may amend or withdraw their Proposals prior to this RFP's due date and time by submitting a clear and detailed written notice to the Town. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after the date and time they are due.

Assignment and/or Subcontracting by Selected Respondents: Assignment and/or subcontracting by successful respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is responsible for a misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Workers' Compensation Insurance: In accordance with the State of Connecticut Workers' Compensation laws, selected respondent shall carry Workers' Compensation

and Employers' Liability Insurance for all persons employed in the performance of services under this RFP.

Commercial General Liability Insurance: Selected respondent shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits. Such coverage shall also include coverage for operations, completed operations, products and contractual liability insurance. Such policy shall name The town of Canton as additional insured and shall be primary and noncontributory to any valid and collectible insurance carried by the Town.

Commercial Automobile Insurance: Selected respondent shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of (\$1,000,000) each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. In addition, such coverage shall include the loading and unloading of clients into and from the respondent's vehicles.

Errors & Omissions Liability Insurance: Selected respondent shall provide errors & omissions liability insurance covering the respondent and the Town of Canton against loss for financial damages resulting from legal expenses and costs the Town may incur by fines, and penalties assessed against the Town through administrative or judicial proceedings caused by errors or omission in the billing by the Respondent in the amount of (\$1,000,000) each wrongful act and (\$1,000,000) in the aggregate.

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

Defense and Indemnification: Any person contracting with the Town must, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damages, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected respondents shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected respondent's defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of a selected respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts a selected respondent is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or a selected respondent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

Conflict of Interest: By submitting a proposal the respondent certifies that no officer,

agent or employee of the Town, who has a pecuniary interest in this request for proposal, neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by respondents under this provision and may reject any Proposals where, in the opinion of the Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the respondent were to become a contracting party pursuant to this RFP.

Dated at Canton, CT this 6th day of August 2021

Robert Skinner  
Chief Administrative Officer