

**TOWN OF HEBRON, CONNECTICUT
REGIONAL SCHOOL DISTRICT NO. 8**

**Request for Proposals and Qualifications
Bid # 2018-02**

**RHAM Campus Improvements
State Project # 66-108**

I. Intent

The Town of Hebron Connecticut (the Town) and Regional School District No. 8 (the District) are seeking proposals and statements of qualifications (RFPs) from qualified civil engineering firms to provide design and construction services for site improvements to the RHAM School Campus. The project will include site modifications including, but not necessarily limited to, vehicular access drives, parking areas, bus circulation routes, student drop-off areas, sidewalks, pedestrian access routes, accessible ramps, crosswalks, signage and associated site improvements.

The selected consultant shall have State of Connecticut licensed Professional Engineers on their design team with experience in civil engineering and site design and must demonstrate specific knowledge of critical project elements such as traffic control, pedestrian circulation, ADA Code requirements and bus and car access for school facilities.

II. Introduction and Background Information

The RHAM School Campus encompasses the High School, Middle School and Regional School District 8 Administrative offices which serve the Towns of Andover, Hebron and Marlborough. The school complex is located just north of the Hebron Town Center, east of Connecticut Route 85 (Gilead Street) and west of Connecticut Route 316 (Wall Street). Located on the site are both School buildings, as well as parking, athletic fields, stormwater management facilities and other ancillary site improvements. The facility is served by public water and public sanitary sewer.

The site currently gains vehicular access from Route 85 via RHAM Road and direct access from Route 316 at two locations on the north and south side of the High School. Parking is generally located on the site, with overflow student parking currently using the Town of Hebron's Veteran's Park on the east side of Route 316. Since the overflow parking currently requires students to walk across Route 316 to access the school, it is desired as part of this project, to locate all daily parking on the site, with the need for additional overflow parking limited to special events.

Because of the high peak hour traffic volumes created by bus and school related traffic and the complex's location near the Hebron Town Center, traffic generated by the school also has off-site implications. These impacts extend to Connecticut Route 66 (Main Street) and the intersections of Route 66 with Route 316 and Route 66 with Route 85. The scope of this project should consider mitigating these off-site traffic impacts in developing the on-site bus and car circulation.

A separate but concurrent intersection improvement project is proposed to improve vehicle and pedestrian flow at the Route 66/Route 316 intersection.

For additional background and project related information the following documents will be made available to respondents:

- In November of 2014, the District authorized a study by BETA Engineering entitled "RHAM Middle and High School Campus Traffic Assessment."
- In December of 2015, the District authorized a report by BSC Group entitled "Exterior Facilities Study Report" which included a long-term plan for campus traffic improvements.
- In October of 2015, Nathan L. Jacobson & Associates, Inc. prepared a conceptual site plan for the Town of Hebron entitled "Conceptual Layout Plan, Wall Street Sidewalk RHAM High School to Ridge Road."

Copies of these plans and reports are available and can be accessed on the Town of Hebron's Website.

III. Project Funding and Administration

This project is being funded by a State of Connecticut Legislative Earmark administered at the State level by the Connecticut Department of Transportation and at the local level by the Town of Hebron. Regional School District No. 8 will execute all agreements and approvals as recommended by a Building Committee comprised of representatives of the Town and the District. The selected consultant must be familiar with and comply with all requirements of the funding agencies.

IV. Scope of Work

The selected consultant will review available information, update or conduct necessary studies, develop plans, prepare construction contract documents and assist the Town and the District during the construction of improvements and modifications to the RHAM Campus that will accomplish the following:

- Provide additional onsite parking to accommodate daily needs of students, faculty, administrators and visitors.
- Provide a safe and convenient parking configuration and traffic circulation plan which incorporates dedicated student and bus drop-off areas and which minimizes conflicts between busses, cars and pedestrians.
- Develop a plan for vehicle and bus circulation which minimize onsite conflicts and congestion, and reduces offsite traffic impacts.
- Provide safe pedestrian access to the school buildings from parking areas, and from the school to outdoor fields and facilities.
- Provide pedestrian access to the school complex extending north along Route 316 to Ridge Road.

The final Scope of Services will be negotiated with the selected firm and modified as needed. For the purposes of this RFP, the consultant scope of work will generally include the following:

Task 1 Conceptual / Preliminary Design

- 1.1 Attend an initial project kickoff meeting with the Building Committee to review District 8 project goals and objectives, project scope and anticipated timelines and milestones of the proposed project. Issue and distribute minutes of meeting to Building Committee members within one week of said meeting.
- 1.2 Review available site plans and previously prepared concept plans and studies, and conduct site visits as necessary to gain an understanding of existing conditions and identify issues that need to be addressed with the updated plan.
- 1.3 Develop multiple alternatives (up to three) concept plans that will address the project objectives.
- 1.4 Provide conceptual opinion of probable construction costs for the alternatives plans.
- 1.5 Meet with the Building Committee to review proposed alternatives.
- 1.6 Present alternative plans at a public informational meeting which is to be advertised and at which public input will be solicited.
- 1.7 Further develop the selected alternative plan and incorporate and/or address any comments from the Building Committee and based on public input.

Task 2 Final Design and Contract Documents

- 2.1 Prepare a project implementation schedule indicating timeline for design and construction phases.
- 2.2 Prepare design plans based on the selected approved conceptual plan.
- 2.3 Present design plans to the Building Committee and at a public informational meeting which is to be advertised and at which public input will be solicited. Issue and distribute minutes of meeting to Building Committee members within one week I said meeting.
- 2.4 Identify and obtain required municipal land use approvals and any State and Federal Permits. Due to work within the CT Route 316 right of way, the project will require a CTDOT encroachment permit. In anticipation of this, the consultant shall coordinate with DOT District 2 during the project design phase.
- 2.5 Prepare a construction schedule indicating timing of the various project components and identifying any potential temporary conflicts with school and facility operations during construction. Indicate how those conflicts will be mitigated to maintain ongoing school operations.
- 2.6 Prepare final opinion of probable construction costs.
- 2.7 Present final design plans, construction schedule and opinion of probable construction costs to the Building Committee and at a public informational meeting which is to be advertised and at which public input will be solicited.
- 2.8 Make any necessary final revisions as directed by the Building Committee and based on public input.
- 2.9 Prepare final construction contract documents including construction plans, technical specifications and project manual.

Task 3 Bid Phase

- 3.1 Provide construction contract bid documents and submit for review to the Town and Regional School District 8 Attorney and Insurance provider. Ensure bidding documents meet all local state and federal requirements and regulations.
- 3.2 Coordinate bidding procedures with the Town, including bid advertisement and submittal requirements and provide the required number of contract documents bid sets.
- 3.3 Attend pre-bid meeting, respond to bidder questions, and issue bid addenda.
- 3.4 Attend bid opening and tabulate bid results.
- 3.5 Review bids and recommend award of construction contract.
- 3.6 Upon notice of award, review awarded contractor's bid submissions including bonds and insurance. Advise the Town when all contract requirements are met so that Agreement and Notice to Proceed can be executed.

Task 4 Construction Administration and Inspection

- 4.1 Schedule and attend a pre-construction meeting with the contractor, Town Officials, District Representatives and other involved agency representatives. Prepare and circulate meeting minutes.

- 4.2 Review and approve all contract submittals and shop drawings and ensure all required materials testing is completed and approved.
- 4.3 Conduct onsite inspection necessary to ensure that work is progressing in accordance with the approved plans and contract specifications.
- 4.4 Attend regular construction progress meetings and provide minutes of meeting and progress updates to members of the Building Committee within one week of progress meetings.
- 4.5 Answer contractor requests for information, coordinate field changes and process necessary change orders after review with the Building Committee.
- 4.6 Review and process payment requisitions.
- 4.7 Conduct inspection for substantial completion and issue punch list for completion.
- 4.8 Conduct final inspection and recommend acceptance of the completed project.

V. Submittal Requirements

Responses to this RFP shall include, at a minimum, the following:

1. Introduction and Statement of Qualifications - Provide a description of your firm and project team member professional licensure, experience, number of years providing civil and traffic engineering services similar to those outlined in the Scope of Work, primary client type, and a summary of engineering services offered. For the firm/team, provide the name, title phone number and email of the desired contact person during the RFP process. Include qualifications of any proposed sub-consultants that would be involved in the project.
2. Representative projects and References - Provide a list of similar assignments or work products starting with the most directly relevant projects and client types, including site improvement or traffic control projects for educational institutions, municipalities and other clients (regional, state federal, private, etc.). Provide at least five specific references for relevant projects. Include the project name and location, primary client contact and contact information including phone number and email. Indicate your firm's role in each project (i.e. design, construction inspection etc.) and each project's cost and completion date.
3. Project Understanding and Approach - Indicate your familiarity with the project site, the Town of Hebron and your understanding of the history and nature of the required improvements and the objectives of the project. Discuss your approach and provide a proposed Scope of Work if more varied or enhanced than the Scope outlined in this RFP. Note your firm's internal procedures and practices to ensure quality control and timely completion of services.
4. Costs - Provide a cost estimate for all work associated with Task I - Conceptual / Preliminary Design, as outlined in the scope of work or as modified in your submitted scope of work, including a fee schedule with standard billing rates. After the consultant is selected a final fee proposal based upon a defined and agreed upon scope of work, and including all consultant tasks, will be negotiated. Please note that due to the use of State funds on this assignment, the Connecticut Department of Transportation Policy EX.O-33, Policy F&A30 and GL71 dated June 25, 2015 (as may be revised), will apply to this assignment. The fee for this assignment will be negotiated/developed using certified pay rates for personnel/classifications to be utilized with audited BFO rates for the firm and a negotiated profit percentage applied.
5. Schedule - Provide a project schedule for design and construction services with timelines and milestones. Indicate how the timing of the project will be coordinated to minimize impact to operations.

VI. Additional Requirements

1. Insurance

The Town reserves the right to waive any portion or adjust downward the amount of insurance required depending on the exposures to the Town. The Contractor shall furnish a certificate of insurance to the Town Manager or his designee for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Hebron will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

Any aggregate limit shall apply per project. Contractor's insurance shall be primary over any other valid and collectible insurance. Any deductibles are the sole responsibility of the Contractor. Such policy shall name the Town of Hebron as "additional insured".

- A. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations, Broad Form Property Damage:

\$1,000,000 Bodily Injury per Occurrence
\$1,000,000 Property Damage per Occurrence
\$1,000,000 Combined Single Limit

Property damage Liability for the following hazards if applicable:

X (Explosion), C (Collapse), U (Underground damage).

- B. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Bodily Injury per Occurrence
\$1,000,000 Property Damage per Occurrence
\$1,000,000 Combined Single Limit

- C. Owners Protective Liability:

On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows: The Town of Hebron, The Hebron Board of Education (where appropriate), and its respective Officers, agents and servants.

- D. Worker's Compensation:

In accordance with Connecticut State Statutes.

Employers Liability Limit - \$1,000,000.

- E. Professional liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Counsel, Accountants, Actuaries, Agents of Record). Additional coverage and limits may be required based upon the particular services contracted.

F. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Hebron and its respective Officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Hebron resulting from or arising out of:

Any breach by the Contractor of the terms of the specifications, or

Any injuries (including death) sustained by or alleged to have been sustained by the Officers, employees, agents and/or servants of the Town of Hebron or the Contractor or subcontractors or material men, or

Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

Any damage to property, real or personal, (including property of the Town of Hebron or its respective Officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Hebron.

2. Non-Collusive Affidavit and Town of Hebron Code of Ethics Policy

Any act or acts of misrepresentation or collusion shall be the basis for disqualification of any bid or proposal submitted by such person or company guilty of said misrepresentation or collusion. If the bidder has made any misrepresentations or has been involved in collusion and such conduct is discovered after the execution of an Agreement with the Town, the Town may cancel the Agreement without incurring liability, penalty, or damages. The attached Non-collusive Affidavit of Proposer form and acknowledgement of the Town Code of Ethics Policy must be submitted with the formal bid proposal.

VII. Directions for Submitting Proposals

Firms responding to the RFP should submit one signed original and eight (8) printed copies to sealed proposals to:

Town of Hebron / Regional School District No. 8
c/o Andrew Tierney, Town Manager
Town Office Building
15 Gilead Street
Hebron, Connecticut 06248

All proposals must be received no later than 11:00 AM on August 16, 2017.

Questions regarding this RFP shall be directed to:

Thomas Fenton, P.E.
Nathan L. Jacobson & Associates, Inc.
Email: tfenton@nlja.com

Questions must be received via email only (telephone inquiries will not receive a response) by seven days before the date proposals are due. Any addenda will be posted to the Town's website no later than four days before the date proposals are due. It is the respondent's obligation to visit the Town's web page to access and download any addenda.

VIII. Pre-Bid Meeting

A non-mandatory pre-bid meeting will be held on Wednesday, August 2, 2017 at 10:00 AM at the Hebron Town Office Building, 15 Gilead Street, Hebron Connecticut. A record of items discussed at the meeting and any questions answered will be included in an addendum.

IX. Selection Process

All properly submitted proposals will be reviewed by a Building Committee comprised of representatives appointed by Regional School District 8 and the Town of Hebron. The Committee will select the firm to be awarded the contract and in that process may initially develop a shortlist of firms to be interviewed.

Proposals from responding firms will be evaluated based on the following criteria:

- Completeness of response in relation to RFP requirements;
- Demonstration of professional integrity and competence; past record of performance including references and feedback from clients;
- Technical skills and professional experience of key personnel to be assigned to the project;
- Understanding of the project and familiarity with the RHAM Campus and the Town of Hebron;
- Experience and performance on similar projects;
- Approach to accomplish the required services and methodology to ensure quality service and timely delivery;
- Fee proposal.

TOWN OF HEBRON

Department of Finance

NON COLLUSIVE AFFIDAVIT OF PROPOSER

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition;
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal, and
- (3) acknowledges that the Town of Hebron's Code of Ethics Policy has been received and understood.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the proposal and make an award in accordance therewith.

Legal Name of Proposer/Firm

Business Address

Signature and Title

Date

Printed Name of Title Person

Subscribed and Sworn to me this ____ day of _____, 20__.

Notary Public

My Commission Expires

Hebron Code of Ethics

Effective August 1, 2010

I. Persons Governed by this Code: This code shall apply to all Town officials, Officers and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as “persons governed by this code.”

II. Purpose:

Public Office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town of Hebron seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this Code should strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron.

III. Definitions:

As used in this document, the following listed words and phrases shall have these specific meanings:

Code: This “Code of Ethics” as adopted by the Town of Hebron on August 1, 2010, and as amended from time to time.

Conflict of Interest: A conflict between one’s obligation to the public good and one’s self-interest.

Financial Interest: Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.

Gift: Anything having value whether in the form of service, loan, tangible property, promise or any other form. However a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.

Immediate Family: Includes spouse/domestic partner, siblings of either, child(ren), parents, and any individual residing in the same household.

Independent Contractor: Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.

Gender: Masculine shall include the feminine and the feminine shall include the masculine.

Personal Interest: Any non-monetary benefit, special consideration, treatment or advantage accruing to persons governed by this Code which is not equally available to the general public.

Singular and Plural: Singular shall include the plural and the plural shall include the singular unless the context otherwise requires.

IV. Conflicts of Interest:

No person governed by this code shall use his position or Office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated or member of his immediate family shall enter into a contract with the Town of Hebron unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

V. Disclosure and Recusal:

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the town clerk, and this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town of Hebron.

No person governed by this code shall appear on behalf of private interests before any agency of the town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town of Hebron on his own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town of Hebron, no former public employee or public official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

VI. Gifts:

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town of Hebron provided it remains in the Town's possession.

VII. Use of Town Assets:

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

VIII. Use of Confidential Information:

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

IX. Severability:

If a specific section of this Code is found to be invalid by a state or federal court or agency having jurisdiction only that specific section of the Code shall be deemed invalid. The rest of the Code shall remain in effect.

X. Distribution of Code of Ethics:

The Town Clerk shall provide a copy of this Code of Ethics to every town official, employee, board and commission member, persons serving the town or persons doing business with the town. Each public Officer or employee elected, appointed or engaged thereafter shall be furnished a copy before entering upon the duties of his Office or employment or contract.