

***TOWN OF  
ROCKY HILL, CONNECTICUT***



***REQUEST FOR QUALIFICATIONS  
REQUEST FOR PROPOSAL  
FOR  
ENGINEERING SERVICES  
For  
FRANCE STREET CULVERT REPLACEMENT***

***PROPOSAL NUMBER: 2016-002***

*Prepared By  
Town of Rocky Hill Engineering Dept.  
Stephen D. Sopelak  
Town Engineer  
761 Old Main Street  
Rocky Hill, CT 06067  
Office (860) 258-7672 Fax (860) 258-2703*

***Issue Date: February 10, 2016***

**OUTLINE OF QUALIFICATION - PROPOSAL DOCUMENTS**

**TOWN OF ROCKY HILL**  
Engineering Department  
761 Old Main Street  
Rocky Hill, Connecticut 06067

BID NUMBER: **2016-002**

ISSUED: **February 10, 2016**

DATE OF PROPOSAL OPENING: **March 2, 2016**

TIME OF PROPOSAL OPENING: **10:00 AM**

LOCATION OF PROPOSAL OPENING: **Rocky Hill Town Hall, Town Council Chambers**

SUMMARY OF DESCRIPTION: **Engineering Services for France Street Culvert Replacement**

CONTENTS OF BID DOCUMENT

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## **REQUEST FOR QUALIFICATIONS-PROPOSALS**

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761 Old Main Street  
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LOCATION OF PROPOSAL OPENING: **Rocky Hill Town Hall, Town Council Chambers**

SUMMARY OF DESCRIPTION: **Engineering Services for France Street Culvert Replacement**

The Town of Rocky Hill Connecticut is soliciting proposals from qualified consulting firms to submit qualifications and proposals for the replacement of the France Street drainage culvert near the intersection of Wynding Brook Drive.

Sealed Proposals for the referenced project will be received by John Mehr, Finance Director, Town of Rocky Hill at the Rocky Hill Town Hall located at the 761 Old Main Street, Rocky Hill, CT 06067 until March 2, 2016 at 10:00 A.M. at which time the proposals will be publicly opened and read. **Proposals received after 10:00 AM on March 2, 2016 will not be accepted, NO EXCEPTIONS.**

The Town Manager, his designee, or Department Head may reject or accept any or all Proposals in whole or in part or to waive any informality in the Proposals received if, in his/her opinion, it is in the best interests of the Town to do so.

Proposals may be held by the Town of Rocky Hill for a period not to exceed 2 months from the date of the Proposal opening for the purpose of reviewing the Proposals and investigating the qualifications of the vendor prior to awarding the contract.

Request for Qualifications-Proposals package may be obtained from the Engineering Department, 761 Old Main St, Rocky Hill, CT 06067 or may be found on the Town's website at [www.rockyhillct.gov](http://www.rockyhillct.gov).

Questions and comments may be directed to Stephen Sopelak, P.E, Town of Rocky Hill Engineering Department, (860) 258-2766.

**Please submit four (4) copies of completed Proposal forms and attachments**

**INSTRUCTIONS TO CONSULTANTS**  
**TOWN OF ROCKY HILL**

All Consultants shall observe the following instructions:

**1. PROPOSAL COMPLIANCE**

Proposals shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the proposal. Authorized Representative/Agent of the vendor must sign Proposals. **Please submit four (4) copies of completed proposal forms and attachments**

The Town of Rocky Hill shall be the sole judge as to whether any proposal complies with these specifications, and such a decision shall be final and conclusive. Consultants shall state any exceptions taken to the Proposal specifications.

**2. PROPOSAL RETURN ENVELOPE**

All Proposals shall be submitted in sealed, opaque envelopes clearly labeled with the name of the consultant, his address and the words "PROPOSAL DOCUMENTS". Please clearly mark your envelope with the proposal title and opening date as to prevent opening of a sealed proposal prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Town in its normal course of business, will not be accepted. If time permits, the proposals will be returned to the consultant informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.

**3. PROPOSAL PRICE**

Each proposal must be submitted on the prescribed form and all blank spaces for proposal prices must be filled in ink or typewritten in both words and figures. Proposal prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions.

Negligence on the part of the consultant in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened.

**4. SALES TAX**

The Town of Rocky Hill is exempt from State or Federal taxes. The Consultant shall familiarize himself with current regulations of the State and Federal Tax Departments. The tax on materials or supplies exempted by such regulations shall not be included as part of the proposal. The Owner will furnish the successful Consultant a sales tax exemption number.

## **5. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn personally or in writing (letter form or faxed) by the consultant in time for delivery in the normal course of business prior to the time fixed for opening. Once Proposals are opened the prices shall remain firm for sixty (60) days after the proposal opening.

## **6. RIGHT OF REJECTION**

The Town Manager, his designee, or Department Head may reject or accept any and all Proposals in whole or in part or to waive any informality in Proposals received if in his/her opinion, it is in the best interest of the Town to do so.

## **7. QUALIFICATIONS OF CONSULTANT**

The Town may make such investigations as it deems necessary to determine the ability of the consultant to perform the work, consultant shall furnish to the Town all such information for this purpose as the Town may request. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of vendor fails to satisfy the Town that such consultant is qualified to carry out the obligations of the contract and to the work contemplated therein.

## **8. FUNDING**

Some or the entire contract may be funded by state, federal or other grant programs. The consultant is advised that such funding programs may include contractual provisions binding on consultants and which may, for example, require audits or certifications under oath that the consultant has not been debarred, suspended or excluded from any publicly funded project or programs.

A contract shall be deemed executory only to the extent that appropriations are available to each agency for specified purchases. The Town's extended obligation on these contracts, which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

## **9. ERRORS, INTERPRETATIONS AND ADDENDA**

Should the consultant find any omissions, discrepancies or errors in the specifications or other Proposal Documents or should he be in doubt as to the meaning of the specifications or other Proposal Documents, he should immediately notify the Town, which may correct, amend or clarify such documents by a written interpretation or addendum. All information given by the Town except by written addenda shall be informal and shall not be binding upon the Town nor shall it furnish a basis for legal action by any consultant against the Town.

## **10. TRADE NAMES OR SUBCONTRACTING**

Should brand name/trade name items appear in these specifications, before proposing a price on any item considered equal to or better than a named item the consultant shall get written approval of the Director of Engineering and Highways for the substitution. This shall hold true unless the specifications say "or equal". The "Or Equal" clause is intended merely to establish a standard; any material, article, or equipment of other manufacturers and vendors which will perform

adequately the duties imposed by the general design will be considered equal provided it is in the opinion of the using agency and Town Engineer to be of equal substance and function.

The Consultant shall not subcontract the work under this project without written approval of the Town Engineer, unless allowed in the Technical Specifications.

#### **11. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS**

Information related to existing conditions is based on limited investigations made by the engineer. This information is intended only to provide an approximate indication of the field conditions to be anticipated. This information is not warranted to indicate the true conditions or distribution of quantities. It shall be solely the consultant's responsibility to investigate and determine actual field conditions.

Each consultant is required to be familiar with and to comply with the terms and conditions of the specifications and all other contract documents and with all Federal, State and Local Laws, Ordinances or Regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the Contract.

Each consultant shall thoroughly familiarize himself with all conditions of the proposal documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made, and the failure of the consultant to familiarize himself with conditions related to the specifications shall in no way relieve any consultant from any obligation in respect to this proposal.

#### **12. EQUAL OPPORTUNITY - AFFIRMATIVE ACTION**

Each consultant with ten (10) or more employees shall complete the Certification of Consultant which is included as part of these specifications. Consultants with less than ten (10) employees should indicate this on the Certification and return it with their proposal.

A signature on the form certifies that the Consultant is declaring that it does not discriminate on the basis of race, color, sex, national origin, age or disability, etc. per State and Federal Statutes.

#### **13. PREVAILING WAGES *Not Applicable***

This contract is subject to Connecticut General Statutes Sect. 31-53, as amended. Generally, the statute applies to new construction projects totaling \$400,000 and over, and repair or rehabilitation projects totaling \$100,000 and over. The statute imposed certain wage requirements and reporting requirements on consultants and subcontractors, and carries serious penalties for violation of the law. As stated in the statute the consultant will provide the Town with time records and certified payrolls of their employees and their subcontractor's employees who work on the project. For additional information refer to [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). The current prevailing wage requirements are herewith attached.

#### **14. NON-COLLUSIVE STATEMENT**

All Consultants shall be required to provide a signed non-collusive statement with the proposal on the form provided

#### **14. PREFERENTIAL BIDDING PROCESS FOR THE TOWN OF ROCKY HILL**

The Town Council of the Town of Rocky Hill adopted Ordinance number 246-09 on 4/6/09 and is found in Chapter 52, Article 1 of The Code of the Town of Rocky Hill, Connecticut:

For the purpose of this section, “local- and state-based businesses” mean businesses with a principle place of business located within the Town of Rocky Hill or the State of Connecticut that meet all of the requirements of the specific bid for such contractor. A business shall not be considered a local- or state-based business unless satisfactory evidence has been produced to the Town Manager whereby the business establishes that it owns real property which has its principal place of business and pays taxes on real and personal property to the Town of Rocky Hill or another municipality within the State of Connecticut. Such evidence may include proof of ownership of real estate by copy of deed and copies of paid taxes bills for real and personal property. The personal property shall be used for the business in the performance of the bid.

For the purpose of this section, “project” shall mean all projects put out for bid by the Town of Rocky Hill which are \$10,000 or more, and the lowest qualified bidder shall be determined in the following manner:

- A. Any local-based bidder which has submitted a bid of no more than 5 percent higher than the low bid, when such bid is between \$10,000 and \$500,000, provided such local-based bidder agrees to accept the award of the bid in the amount of the low bid. If more than one local-based bidder has submitted a bid of no more than 5 percent higher than the low bid and has agreed to accept the award at the amount of the low bid, the lowest [responsible] bidder shall be that one of such responsible local-based bidders which has submitted the lowest bid. If no local-based bidder has submitted such a bid, then the same condition and procedures shall apply to state-based bidders.
- B. Any local-based bidder which has submitted a bid of no more than 3.5 percent higher than the low bid, when such bid is between \$500,000 and \$1,000,000, provided such local-based bidder agrees to accept the award of the bid in the amount of the low bid. If more than one local-based bidder has submitted a bid of no more than 3.5 percent higher than the low bid and has agreed to accept the award at the amount of the low bid, the lowest responsible bidder shall be that one of such responsible local-based submitted such a bid, then the same condition and procedures shall apply to state-based bidders.
- C. Any local-based bidder which has submitted a bid of no more than 2 percent higher than the low bid, when such bid is over \$1,000,000, provided such local-based bidder agrees to accept the award of the bid in the amount of the low bid. If more than one local-based bidder has submitted a bid of no more than 2 percent higher than the low bid and has agreed to accept the award at the amount of the low bid, the lowest responsible bidder shall be that one of such responsible local-based bidders which has submitted the lowest bid. If no local-based bidder has submitted such a bid, then the same condition and procedures shall apply to state-based bidders.

Exceptions to the ordinance are provisions of this section shall not apply to any projects which prohibit preferential bidding procedures which may include but may not be limited to state and federally funded projects.

**16. METHOD OF AWARD**

Notice of acceptance of the Proposal will be given to the successful consultant by the Owner by mail to the consultants address stated in Proposal.

- In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.
- Proposals will be awarded to a responsible vendor as determined by the Town based on but not limited to a review of qualifications, experience, delivery date, references and fee.

**PROPOSAL FORM**  
**TOWN OF ROCKY HILL**

BID NUMBER: **2016-002**

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TIME OF PROPOSAL OPENING: **10:00 AM**

LOCATION OF PROPOSAL OPENING: **Rocky Hill Town Hall, Town Council Chambers**

SUMMARY OF DESCRIPTION: **Engineering Services for France Street Culvert Replacement**

**PROPOSAL OF:**

Co. Name: \_\_\_\_\_

Name & Title of  
Authorized Agent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone, Fax: \_\_\_\_\_

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

The undersigned submits the following Proposal in accordance with and in conformity with the enclosed proposal documents as attached herewith:

\_\_\_\_\_ DOLLARS AND  
\_\_\_\_\_ CENTS (\$ \_\_\_\_\_)

**TOTAL \$** \_\_\_\_\_

List/attach exceptions to proposal \_\_\_\_\_

I/We Hereby Certify that \_\_\_\_\_ the only person or persons interested in this proposal as principals, that it is made without collusion or connection with any person, firm or corporation; that an examination has been made of the specifications and contract form contained herein.

**Signed:** \_\_\_\_\_

Attach all appropriate documents and forms as indicated in Proposal Documents

**REFERENCES**  
**TOWN OF ROCKY HILL**

The Consultant is required to fill out the following form to enable the Town of Rocky Hill to make inquiries and judge as to the Consultant's experience, skill, and business standing.

1. Number of years the consultant has been in business: \_\_\_\_\_
  
2. List three (3) projects of similar nature to the project described herein that the Consultant has completed in the last five (5) years, with name, address, and telephone number of a reference for each project. Include approximate cost:

Project: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cost \$ \_\_\_\_\_

Project: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cost \$ \_\_\_\_\_

Project: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cost \$ \_\_\_\_\_

3. List projects presently under contract by the Consultant, dollar amount of the contract, and percent completed:

Project: \_\_\_\_\_ % Complete: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cost \$ \_\_\_\_\_

Project: \_\_\_\_\_ % Complete: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Cost \$ \_\_\_\_\_

4. Has the Consultant ever failed to complete work awarded; and if so, state where and why:

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5. Does the Consultant plan to sublet any part of this work; and if so, give details:

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**AFFIRMATIVE ACTION STATEMENT**  
**CERTIFICATION OF CONSULTANT**  
**TOWN OF ROCKY HILL**

Concerning Equal Employment Opportunities and/or  
Affirmative Action Policy

The consultant certifies that it:

- 1) Is in compliance with the equal opportunity clause as set forth in the Connecticut State Law.
- 2) Does not maintain segregated facilities.
- 3) Has filed required employer's information reports.
- 4) Lists job openings with State Employment Services.
- 5) It is in compliance with the American with Disabilities Act.

Check Appropriate One:

\_\_\_\_\_ Yes/Consultant certifies to having an Affirmative Action Program.

\_\_\_\_\_ Not applicable/Consultant employs 10 or less people.

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Consultant-Company Name

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Date

---

Name & Title (Printed)

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Signature

**NON-COLLUSIVE STATEMENT**  
**TOWN OF ROCKY HILL**

Proposal for: **Engineering Services for France Street Culvert Replacement**

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

- a. The proposal has been arrived at by the consultant independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other consultant of materials, supplies, equipment or services described in the Request for Qualifications - Proposal designed to limit independent competition, and;
- b. The consultant has not communicated the contents of the proposal to its employees or agents to any person not an employee or agent of the consultant or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

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

Please complete & sign

Legal Name of Consultant: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Name and Title of: \_\_\_\_\_  
Authorized Agent

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**GENERAL CONDITIONS**  
**TOWN OF ROCKY HILL**

All Vendors shall observe the following instructions and specifications:

**1. NONDISCRIMINATION IN EMPLOYMENT**

The Contractor agrees and warrants that, in the performance of this Contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County or Municipal law.

**2. ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Rocky Hill harmless from loss when a particular manufacture, produce, or process is specified by the Town of Rocky Hill.

**3. LIABILITY OF CONTRACTOR FOR EMPLOYEES**

Each and every employee of the Contractor and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Town of Rocky Hill. The Contractor shall, in no manner, be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any materialmen, whatsoever.

**4. INDEMNIFICATION/HOLDHARMLESS**

The Vendor agrees to indemnify and save harmless the Town of Rocky Hill, its agents and employees from and against all loss or expense including reasonable costs and reasonable attorney's fees, for bodily injury to or death of any third party, or damage to or destruction of any property of any third party, caused by the negligent act, error or omission of Vendor or Vendor's subcontractor during the period of performance under this Agreement, except to the extent caused by the negligent acts or willful misconduct of the Town of Rocky Hill or its employees or agents. The existence of insurance shall in no way limit the scope of this indemnification. The vendor further undertakes to reimburse the Town of Rocky Hill and the for damage to property of the Town of Rocky Hill and the caused by the vendor, or his employees, agents, subcontractor or material men or by faulty, defective or unsuitable material or equipment used by him or them.

The vendor shall hold and save the Town, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process article, or appliance manufactured or used in the performance of the contract, including it use by the Town and the State unless otherwise specifically stipulated in this Proposal. The foregoing hold harmless provision does not apply to, and Vendor shall not have any liability, hold harmless, or indemnity obligation for, any particular process, design,

system, method or product of a particular manufacturer or manufacturers that is specified or directed by the Town of Rocky Hill.

#### **5. VERBAL STATEMENTS NOT BINDING**

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Town of Rocky Hill Director of Engineering or other representatives of the Town of Rocky Hill, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written Agreement.

#### **6. VALIDITY OF AGREEMENT**

The provision of this Agreement shall be binding upon the Parties and their respective successor or assigns.

#### **7. RISK OF LOSS**

The Vendor agrees to bear all risk of loss; injury or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the vendor from any obligation under this Proposal. Delivery shall be Freight on Board.

#### **8. ASSIGNMENTS**

The Vendor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of the work provided therein, or of his right, title or interest therein, to any person, firm partnership or corporation without the written consent of the Town Engineer. If any part of the work is sublet, sold, transferred assigned or otherwise disposed of, the Vendor will not be relieved of any responsibility in connection therewith.

#### **9. GRATUITIES**

The Town may, by written notice to the vendor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the Town, amending, or the making of any determinations with respect to the performing of such contract. In the event the Town pursuant to this provision cancels this contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor the amount of the gratuity.

#### **10. DELIVERY**

Delivery of items or commencement of project shall be within 30 days of purchase order issuance or specified date scheduled in the contract. The Town may establish blanket purchase orders under these specifications and require delivery on a monthly basis. Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any Town of Rocky Hill purchase order shall be only for accounting purposes for the Town of Rocky Hill and the preprinted terms and conditions contained on any such purchase order are not incorporated

herein, shall not apply to this Agreement, and shall be void for the purpose of the services performed by the Vendor under this Agreement.

## **11. INSURANCE REQUIREMENTS**

### **General**

The Vendor shall not commence work under the contract until he has obtained all insurance required under this article and the Town of Rocky Hill has approved such insurance, nor shall the Vendor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of such insurance shall be filed with the Town and shall be subject to the approval of the Town for adequacy of protection before the execution of the contract.

Unless requested otherwise by the Town of Rocky Hill, the Vendor and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Town of Rocky Hill. The Vendor shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

Certificates from the insurance carrier shall be filed in triplicate with the Town and shall state the limits of liability and the expiration date for each policy and type of coverage. The Town of Rocky Hill shall be named as an additional insured except Workers Compensation or Professional Liability Insurance. Renewal certificates covering the renewal of all policies expiring during the life of the contract shall be filed with the Town not less than (10) days before the expiration of such policies.

### **Termination or Changes**

All policies relating to this contract shall be so written that the Town shall be notified of cancellation or change at least sixty (60) days prior to the effective date of such cancellation or change. No such change shall be made without prior written approval of the Town. The Vendor shall keep all the required insurance in continuous effect until the date the Town designates for the termination of the Vendor's responsibility

### **Compensation**

There shall be no direct compensation that allows the Vendor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

An **X** indicates insurance requirements for this Proposal.

#### **X A. Commercial General Liability Insurance**

The Contract shall take out and maintain during the life of this contract, and for two years after expiration of this contract, Commercial General Liability Insurance whose forms and conditions shall be subject to the terms of this provision and approval of the Town. In addition, such insurance shall be primary over any collectible and valid insurance of the Town and insured with companies with a minimum Best's rating of A-IX. Such insurance shall contain, without limitation, the following endorsements and/or provisions: Broad form

contractual liability covering oral and written contracts; explosion, collapse and underground hazards; coverage for the vendor or any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance which shall be in the following minimum limits of coverage:

\$1,000,000	each occurrence bodily injury to or death of all persons
\$1,000,000	property damage covering premises and operations liability
\$1,000,000	personal and advertising injury each occurrence
\$2,000,000	bodily injury/property damage aggregate limit
\$1,000,000	completed operations and products liability

**X** B. Commercial Automobile Insurance

The Vendor shall take out and maintain during the life of this contract, Commercial Automobile Insurance, which shall cover the operation of all motor vehicles, owned by the Vendor. Such insurance shall also cover the hired and non-owned autos of the Vendor and insured with companies with a minimum Best's rating of A-IX and the amounts of such insurance shall be in the following minimum limits:

\$1,000,000	each accident bodily injury to or death of all persons
\$1,000,000	property damage each accident
\$1,000,000	hired and non-owned autos
\$2,000,000	bodily injury/property damage aggregate limit

**X** C. Worker's Compensation and Employer's Liability Insurance

With respect to all operations the Vendor performs and all those performed for it by subcontractor, the Vendor and subcontractor shall carry workmen's compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Vendor shall take out and maintain during the life of this contract, Workers Compensation and Employers Liability Insurance for all of Vendor's employees, employed at the site and in case any work is sublet, the Vendor shall require the subcontractor similarly to provide such coverage for all employees of the latter unless such employees are covered by the protection of the Vendor.

\$100,000	each accident
\$100,000	disease each employee
\$500,000	disease policy limit

OR

"Certificate of Solvency" issued by Connecticut Workers' Compensation Commission for self-insurers.

**X** D. Professional Errors and Omissions Insurance

The Vendor shall take out and maintain, if so required by the Town of Rocky Hill, during the life of this contract, and for two years after expiration of this contract, for Professional Errors and Omissions Insurance (i.e. architects, engineers, etc.):

\$1,000,000	per claim
\$2,000,000	aggregate limit

E. Commercial Umbrella Liability

The Vendor shall take out and maintain, if so required by the Town of Rocky Hill, during the life of this contract, and for two years after expiration of this contract, Commercial Umbrella Liability Insurance whose forms and conditions shall be subject to the terms of this provision and approval of the Town. In addition, such insurance shall be primary over any collectible and valid insurance of the Town and insured with companies with a minimum Best's rating of A-IX. Such insurance shall contain, without limitation, a following form endorsement, which shall not diminish, restrict or exclude coverage provided by any primary underlying policies. The amounts of such insurance shall be in following minimum limits:

\$5,000,000 each occurrence  
\$5,000,000 aggregate limit

F. Town of Rocky Hills and Contractors Protective Liability Insurance

The Vendor shall purchase and maintain during the life of this contract an Town of Rocky Hills and Vendors Protective Liability Policy in the name of the Town of Rocky Hill and insured companies with a minimum Best's rating of A-IX and the amounts of such insurance shall be in the following minimum limits:

\$1,000,000 each occurrence bodily injury to or death of all persons  
\$1,000,000 property damage covering premises and operations liability  
\$2,000,000 bodily injury/property damage aggregate limit

If Vendor is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Contract/Agreement, and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any. The vendor shall maintain coverage for the duration of the contract and for two years following the completion of the contract.

**A Purchase Order for work shall not be issued until the Finance Director has received the required Insurance Certificate (3 copies), which names the Town as an additional insured.**

**12. RIGHT OF THE TOWN OF ROCKY HILL TO TERMINATE CONTRACT**

Failure of a vendor to deliver within the time specified or to deliver within the time extended by the Town, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Town shall constitute contract default.

In the event of default or that any of the provisions of this Contract are violated by the Vendor, or by any of his subcontractors, the Town may serve written notice upon the Vendor of his intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice upon the Vendor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Vendor.

If contract is terminated, the Town of Rocky Hill reserves the right to award Proposal to next responsible vendor or purchase on the open market. In either event, the defaulting vendor shall be liable to the Town for reasonable cost to the Town in excess of the defaulted contract prices.

### **13. PAYMENT**

Invoices shall be furnished to the Town Engineer for verification and approval of the amount due the Vendor. Final payment will not be made until final acceptance by the Town of Rocky Hill of all vehicles, equipment, materials, or services. After Town Engineer approval/acceptance, payment shall be made within 30 days. Late payments will not be accepted until 45 days after approval/acceptance. Terms and conditions other than those noted above must be stated on Proposal.

**TECHNICAL SPECIFICATIONS**  
**FRANCE STREET CULVERT REPLACEMENT**  
**TOWN OF ROCKY HILL**

**PROJECT DESCRIPTION:**

The Town of Rocky Hill Connecticut is soliciting qualifications and proposals from qualified consultants for the engineering study and design to replace the drainage culvert under France Street near intersection of Farmstead Lane. The design should provide a town standard 30' pavement width, snow shelf and sidewalk on the south side of the road.

**BACKGROUND:**

France Street at the intersections of Wynding Brook and Farmstead Lane is approximately a 24 foot wide paved road at the end of a curve. The pavement width is substandard and does not provide for safe pedestrian movement. In the early 1970's, the Town of Rocky Hill engaged the consulting engineering firm CE Maguire, Inc. to perform a town wide drainage study to determine future drainage needs based 1970's zoning regulations and ultimate development of the Town. Drainage areas and sub areas were delineated using 200 scale MDC topographic maps and the flow was computed using the rational method and the Potter Izzard formula for 25, 50 and 100 year storm events. The 1975 report identified problem areas along Saw Mill Brook East, one being the existing twin 36" accmp pipe located under France Street as having insufficient capacity. It was recommended that these pipes be replace with two 72 inch pipes. As of January 2016, this upgrade had not been made. A 2015 inspection found one of the pipes has deteriorated at the top of the pipe causing the road above to collapse through the hole in the pipe. Due to the condition of the pipes, they are now in need of replacement.

**ATTACHMENTS:**

Location plan

CE Maguire study (the attached pertinent pages and plans are for reference purposes)

Town of Rocky Hill typical road cross section

**SCOPE OF WORK:**

This section describes the general scope expected by the Town. Consultants are encouraged to make independent suggestions and recommendations.

The scope of work expected of the consultant includes (but is not limited to) the following:

- Wetland delineation and environmental assessment
- Hydraulic and hydrologic analysis of the watershed. Provide a report and recommendations on the existing and proposed conditions of the culvert under France Street and the culverts up and down stream.
- Obtain local, state and federal environmental permitting.
- A-2 and T-2 surveys (see attachment)
- Design of the replacement culvert and road to accommodate a 30' wide pavement, snow shelf and sidewalk.
- Construction phasing, detour plan and alternatives considered

- Construction Plans and Specifications
- Cost estimate
- As-built drawings.

### **AWARD OF CONTRACT**

It is expected that a contract will be executed with the selected consultant in April, 2016. All design work must be completed within 10 months after the Town has issued the Consultant a Notice to Proceed. The objective is to complete final to bid the project in the spring of 2017.

### **SUBMISSION REQUIREMENTS:**

Proposals must include the following information:

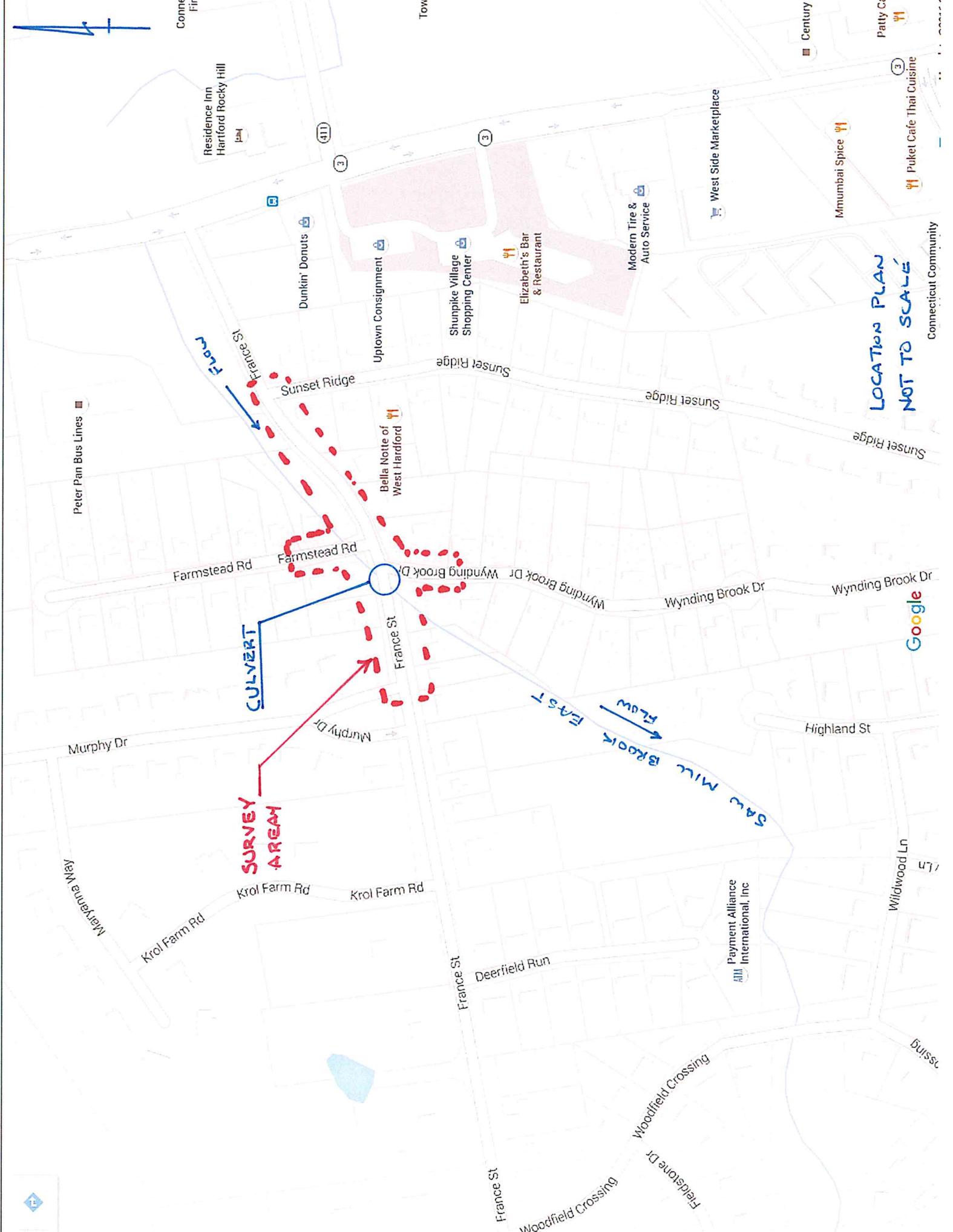
1. Name of lead firm and any sub-consultants.
2. Point of contact (name, title, phone #, and e-mail) at lead firm.
3. Qualifications and technical competence of consultant/or sub-consultants in the type of work required.
4. Description of experience on similar projects completed in the last five years, with at least three references and current contact information
5. List of projects currently under contract with references and current contact information
6. Listing of key project personnel and their qualifications.
7. A detailed description of the technical approach proposed for accomplishment of the work.
8. Fee Proposals.
9. Any other pertinent information.

### **SUBMISSION DEADLINE:**

The consultant shall submit four (4) copies of their proposal no later than 10:00 a.m. on March 2, 2016 to the Finance Director, John Mehr, 761 Old Main St., Rocky Hill, CT 06067. Proposal shall be labeled as directed in the Instruction to Consultants and should include the project name: **“France Street Culvert Replacement”**.

### **CONSULTANT SELECTION PROCESS**

1. Proposals will be evaluated by a selection committee. Based upon their evaluations, the three (3) top-ranked consultants will be asked to make a presentation to the selection committee regarding their qualifications, project approach and the ability to provide the required services to best serve the needs of the Town of Rocky Hill. The purpose of these interviews, which will be approximately 30 minutes in length, will be to review the Scope of Work, the firm’s qualifications, and to answer questions.
2. The selection committee, after considering all the data submitted and interviewing will makes its selection for the consultant to award the project to.



**SURVEY AREA**

**CULVERT**

**FLOW**

**FLOW**

**SAW MILL BROOK EAST**

**LOCATION PLAN  
NOT TO SCALE**

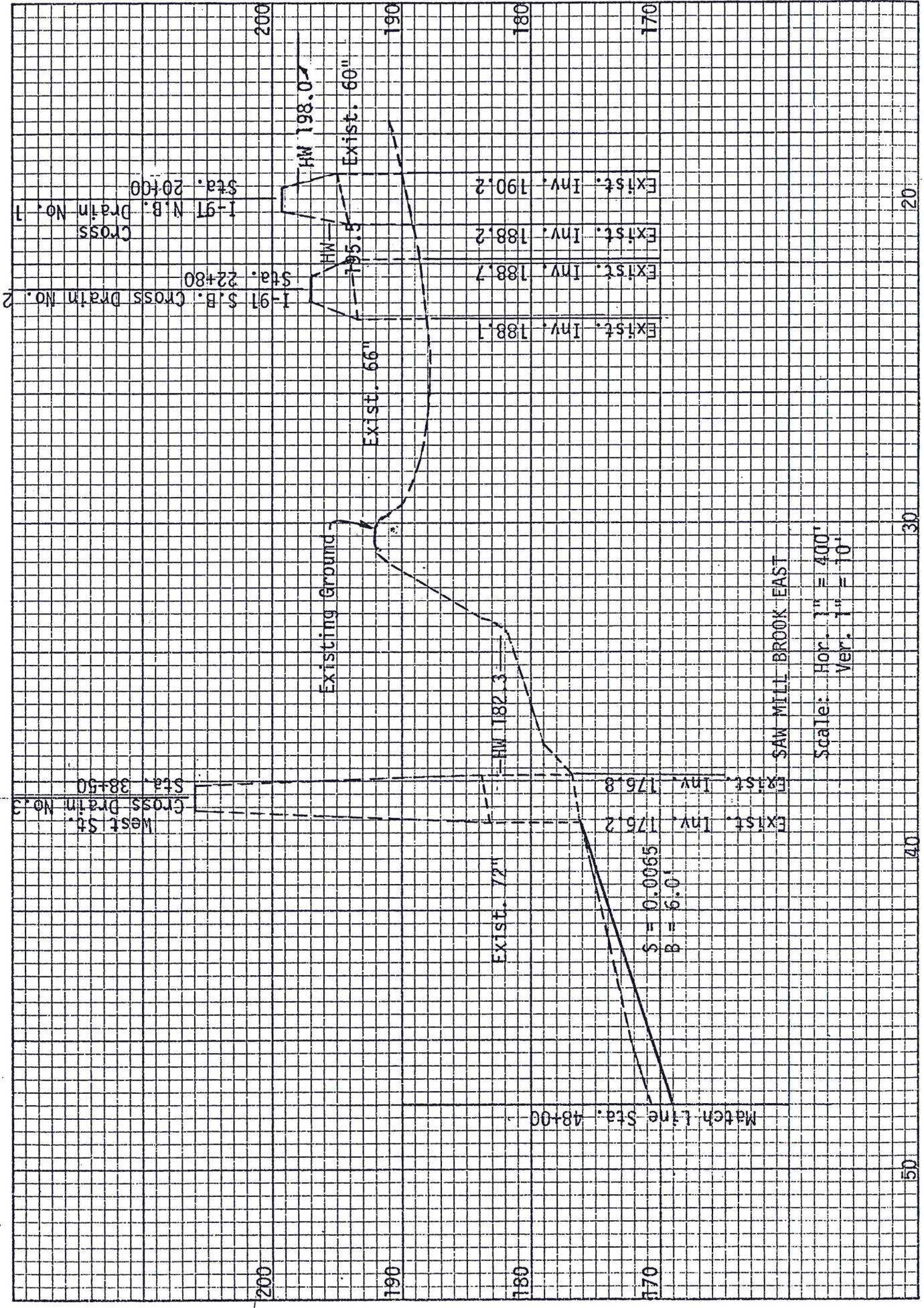
Google

Connecticut Community

STREAM ANALYSIS - SAW MILL BROOK - EAST (TABLE NO. 14)

CROSS DRAIN NO. & LOCATION	STATION	AREA (Acres)	DISCHARGE (CFS)	STRUCTURE Exist./ Prop.	INVERT ELEV. Exist./ Prop.	HEAD-WATER ELEV.	PROPOSED CHANNEL		REMARKS
							Bottom Width	Water Depth	
1 I-91 (NB)	20+00	75	185	60" SAME	190.2 SAME	198.0			
2 I-91 (SB)	22+80	81	197	66" SAME	188.7 SAME	195.5			
3 West St.	38+50	117	260	72" SAME	176.8 SAME	182.3			
4 West St.	50+50	200	382	2-36" 2-60"	168.9 167.5	174.2	6.0'	4.0'	Q = 180.0 LOW
5 Cromwell Ave.	59+50	359	470	3-48" Add 60"	165.5 163.2	170.0	8.0'	4.2'	LOW
6 France St.	73+00	385	500	2-36" 2-72"	156.5 155.0	162.0	8.0'	4.3'	Middle
7 Dirt Rd.	79+50	403	520	2-24" 2-72"	148.0 148.0	155.0		3.8'	LOW
8 Dirt Rd.	87+00	447	570	24" 2-72"	138.2 138.0	145.0			LOW
9 France St.	107+50	725	745	72" 2-72"	118.1 112.0	122.0			LOW
10 Point of Confluence	131+00	1172	1120	---	---	---			

PAGES FROM:  
COMPREHENSIVE DRAINAGE STUDY  
ROCKY HILL, CT  
BY C.E. MAGUIRE, INC  
1975

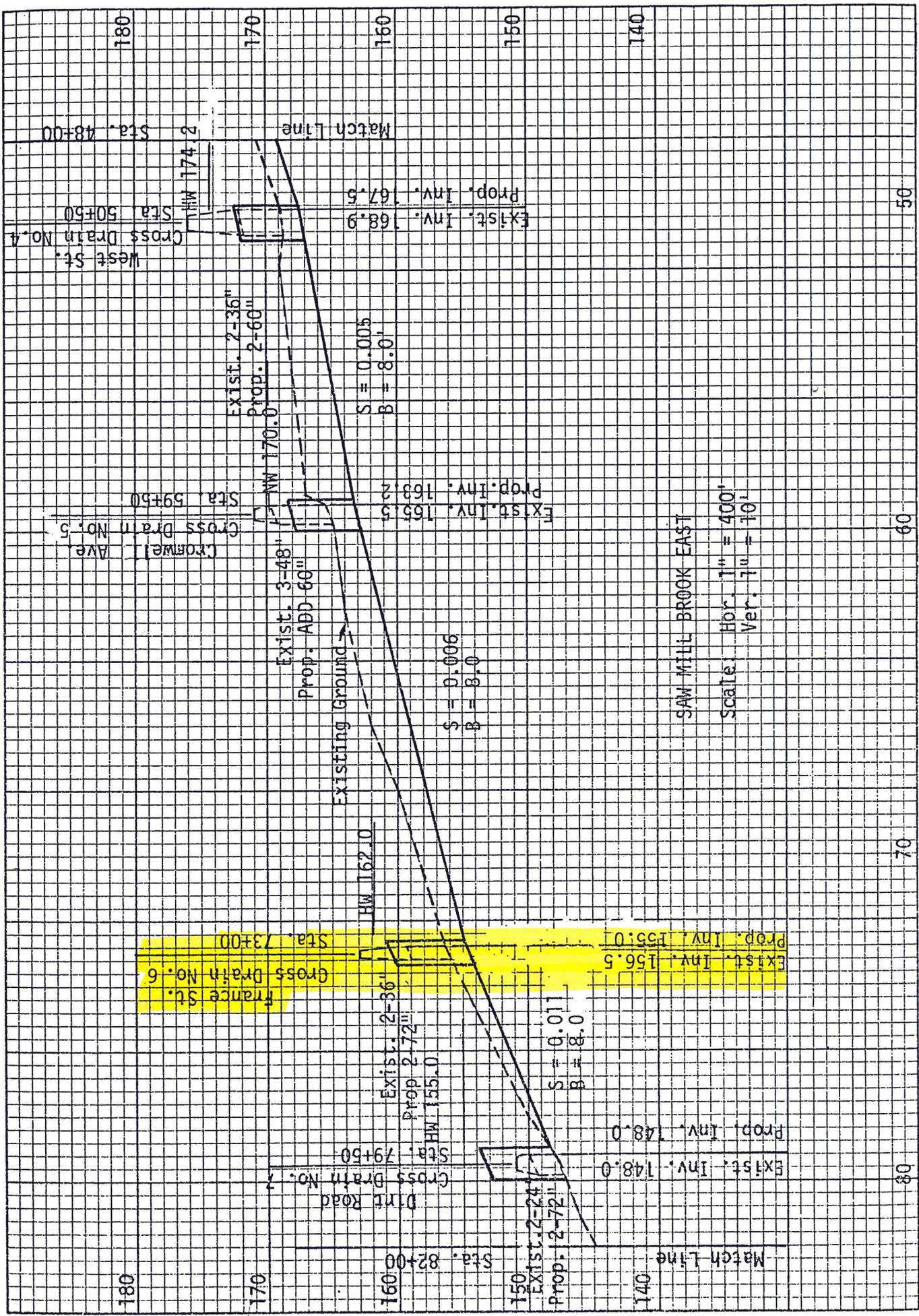


20

30

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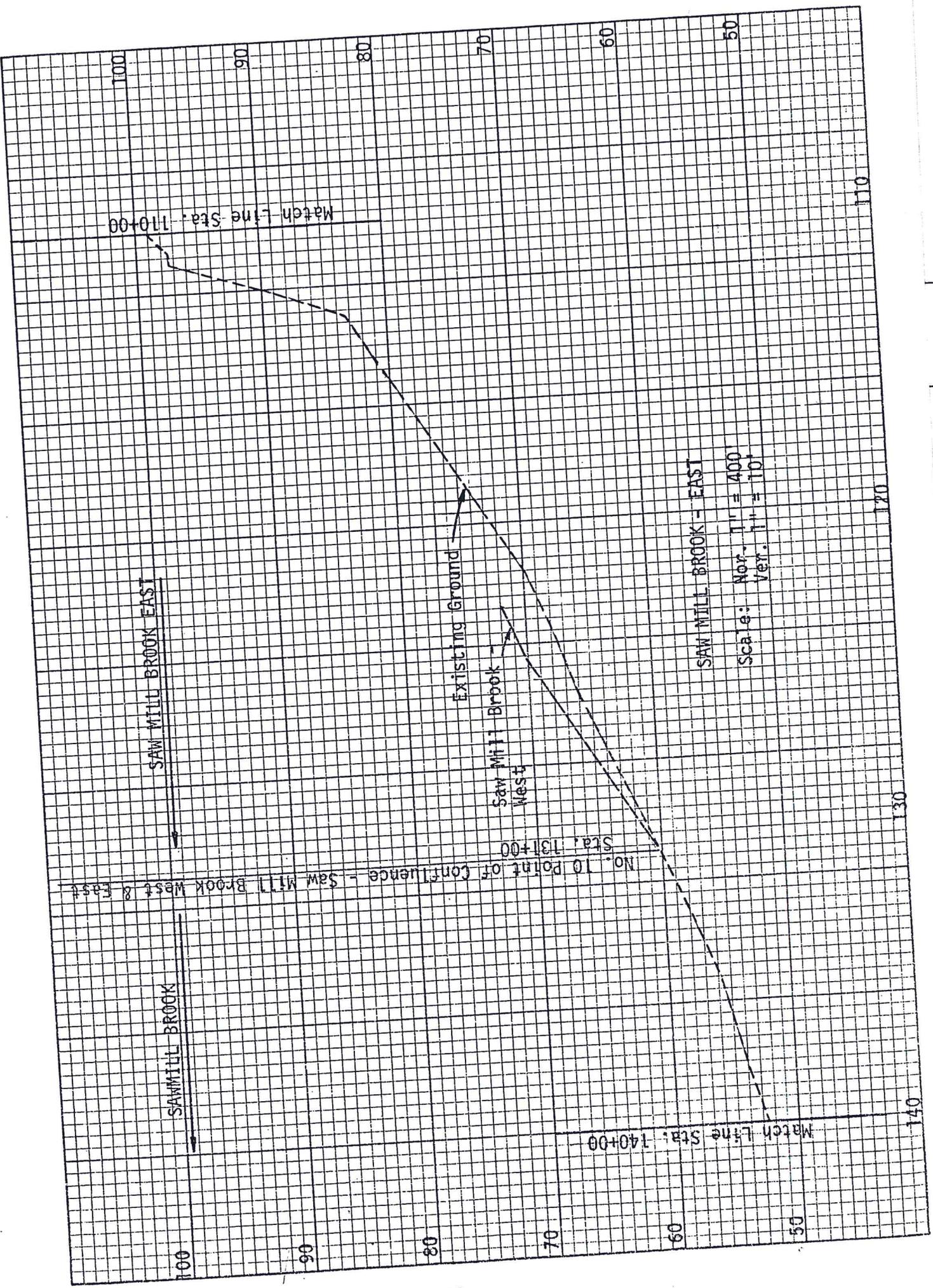
50



SAW MILL BROOK EAST  
Scale: Hor. 1" = 400'  
Ver. 1" = 10'

30 40 50 60 70 80 90 100





No. 10 Point of Confluence - Saw Mill Brook West & East  
Sta. 131+00

SAW MILL BROOK EAST

SAWMILL BROOK

Existing Ground

Saw Mill Brook - West

SAW MILL BROOK - EAST

Scale: Hor. 1" = 400'  
Vert. 1" = 10'

Match Line Sta: 140+00

Match Line Sta: 110+00

COMPUTATIONS FOR  
 COMPREHENSIVE DRAINAGE STUDY  
 ROCKY HILL, CT  
 BY C.E. MAGUIRE  
 1975

7-1A  
 75E

Cross Drain No 6 France Street

EXIST 2-36

Sheet 585

INV 156.4/155.9

HW 163.00

$A_c = 26$   
 $Nos = 359$   
 $\frac{385}{Ac} = 0.6 M_s^2$

155.0  
 use 2-72" INV 155.4 ; HW 162

POTENTIAL

$Q = 540 cfs \times 0.95 = 510 cfs$

NEHL

- $Q_{10} = 240 cfs$
- $Q_{50} = 370 cfs$
- $Q_{100} = 570 cfs$

use  $Q = 500 cfs$

2-60	$1.8 \times 5 = 9.0 + 153.0 = 162.0$	$162.0 - 156.5 = 5.5$
2-72	$1.1 \times 6 = 6.6 + 155.4 = 162.0$	
2-36 + 1-72	$= 1.5 \times 6 = 9 + 153.0 = 162.0$	$570 - 190 = 360$

Cross Drain No 7 EARTH Rd

EXIST 2-24"

Sheet 585

INV 148.0

No. 6  $385 Ac$   
 $18 Ac$   
 $\frac{403}{Ac} = 0.63 M_s^2$

2-72" INV  $\frac{148}{147.0}$   
 HW  $\frac{154.0}{155}$

POTENTIAL  
NEHL

$Q = 550 \times 0.95 = 530 cfs$   
 $520 cfs$   
 use  $Q = 520 cfs$

2-36"	$\frac{142}{156.5} = 1.8$	$2 \times 75 = 150$	$\frac{520}{370}$
2-60"	$1.75 \times 5.0 = 8.75 + 147.0 = 156.0$		
2-72"	$1.15 \times 6.0 = 7.0 + 147.0 = 154.0$	$148.0 = 155.0$	

Lower Mill Brook EAST

No 6 France Street Relev 163.00 EXIST 2-36" INV 156.50

HW 161.00 (Amld: 162.01)  
 $Q = 500 \text{ cfs}$

$\left. \begin{array}{l} 2-36" \times 4.5 - 120 \text{ sfs} \\ 1-72" \quad 380 \text{ cfs} \\ 2-60" \quad 577 \end{array} \right\}$  INV 151.0  
INV 152.5

Channel No 5-No 6 Sta 72-60=12 AINV 160.50-152.50=8 S=0.6%

$Q = 577 \text{ cfs}$   $Q_n = 20$   $W = 8.0$   $V = 6.5$  ;  $H = 4.3$   
 $160.50 + 5.3 = 165.8$   $163.5$   $7.0$   
 $156.5$

No 7 Dns Road EXIST 2-24" INV 148.0

$Q = 520$

2-72" = 7.0 + 147.0 = 154.0 = HW  
2-46" = 7.7

Channel No 6-No 7 Sta 79-72=7.0 AINV 152.50-146.0=6.5 S=1.2%  
S=0.6%

$Q = 520$  ;  $Q_n = 20$   $W = 8.0$   $V = 6.50$  ;  $H = 3.8$

No 8 Dns Road EXIST 1-24" INV 138

$Q = 570$

2-66" = 8.3 + 136.0 = 144.30 = HW

Channel No 7-No 8 Sta 87-79=8.5 AINV 146-136=10 S=1.2%  
S=0.7%

$Q_n = 22$   $W = 6.0$   $H = 5.2$   $V = 6.0$   
 $W = 8.0$   $H = 3.8$   $V = 6.5$

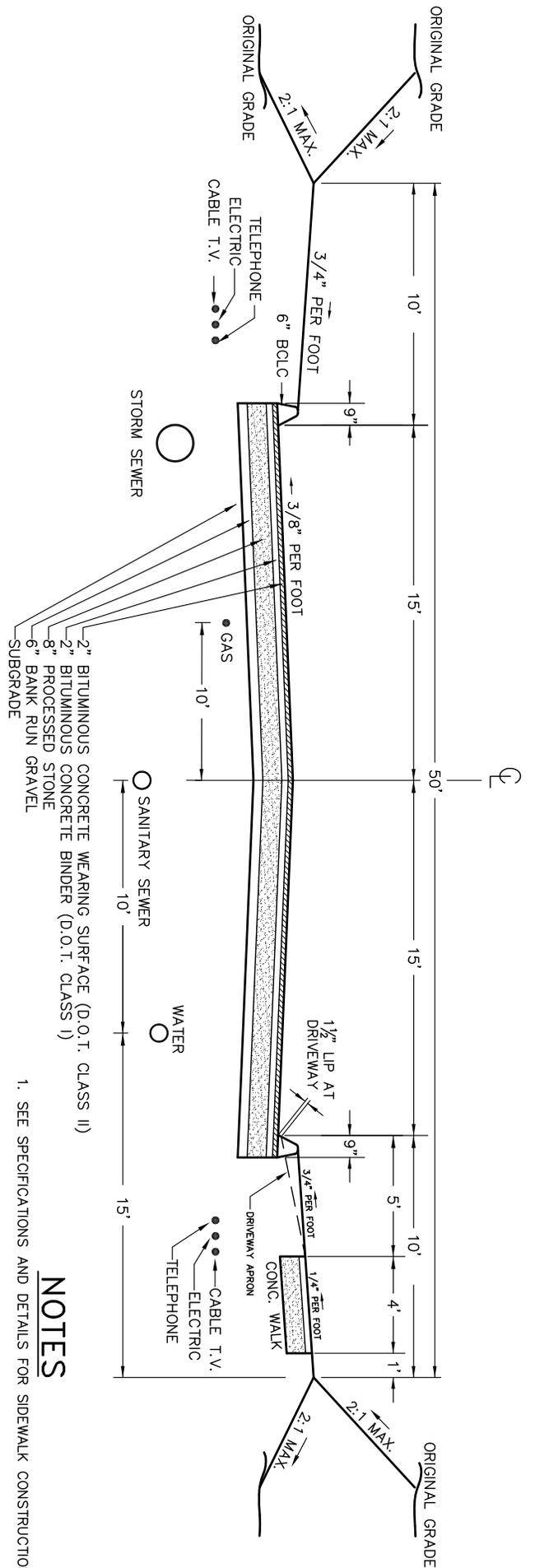
No 9 France Street EXIST 1-72" INV 118/111

HW 121.0  $Q = 745 \text{ cfs}$   
2-72" 121.0 - 9.8 = 111.20 INV

Channel No 8-9 Sta 102.50-92=10 AINV 136-111=25 S=0.7%

$Q_n = 30$   $W = 8.0$   $H = 5.8$   $V = 6.5$   
 $W = 6.0$   $H =$   $V =$

$16 \times 7 = 11$   
 $14 \times 3.5 = 7$



**TYPICAL ROADWAY SECTION**

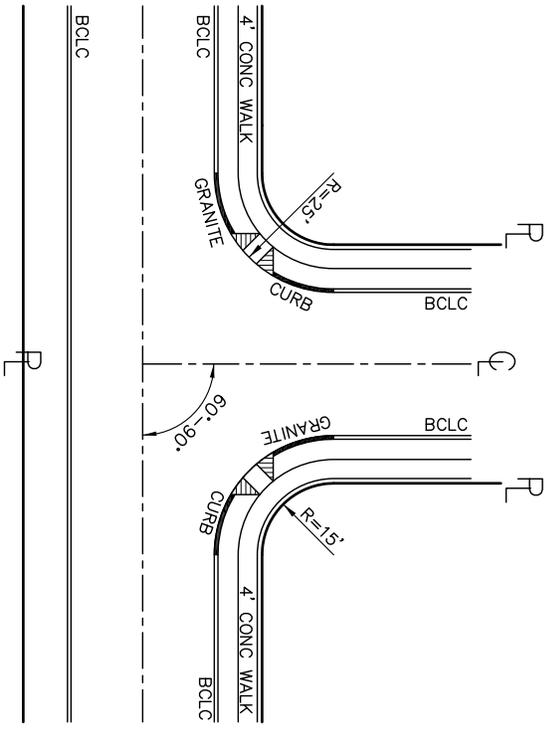
**NOTES**

1. SEE SPECIFICATIONS AND DETAILS FOR SIDEWALK CONSTRUCTION
2. SEE SPECIFICATIONS AND DETAILS FOR CURB CONSTRUCTION
3. ALL MATERIALS TO BE IN ACCORDANCE WITH THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION, CURRENT EDITION
4. IF BINDER COURSE IS TO BE LEFT AS TOP COURSE FOR MORE THAN ONE MONTH, THE TOWN MAY REQUIRE THAT A TACK COAT BE APPLIED PRIOR TO PLACEMENT OF THE SURFACE COURSE

**DESIGN CRITERIA**

DESIGN SPEED	30 MPH
PASSING SITE DISTANCE	1000 FT
STOPPING SITE DISTANCE	200 FT
MAXIMUM GRADE	8.0%
MINIMUM GRADE	0.75%
MINIMUM $\phi$ RADIUS CURVE	200 FT

**TYPICAL INTERSECTION SECTION**

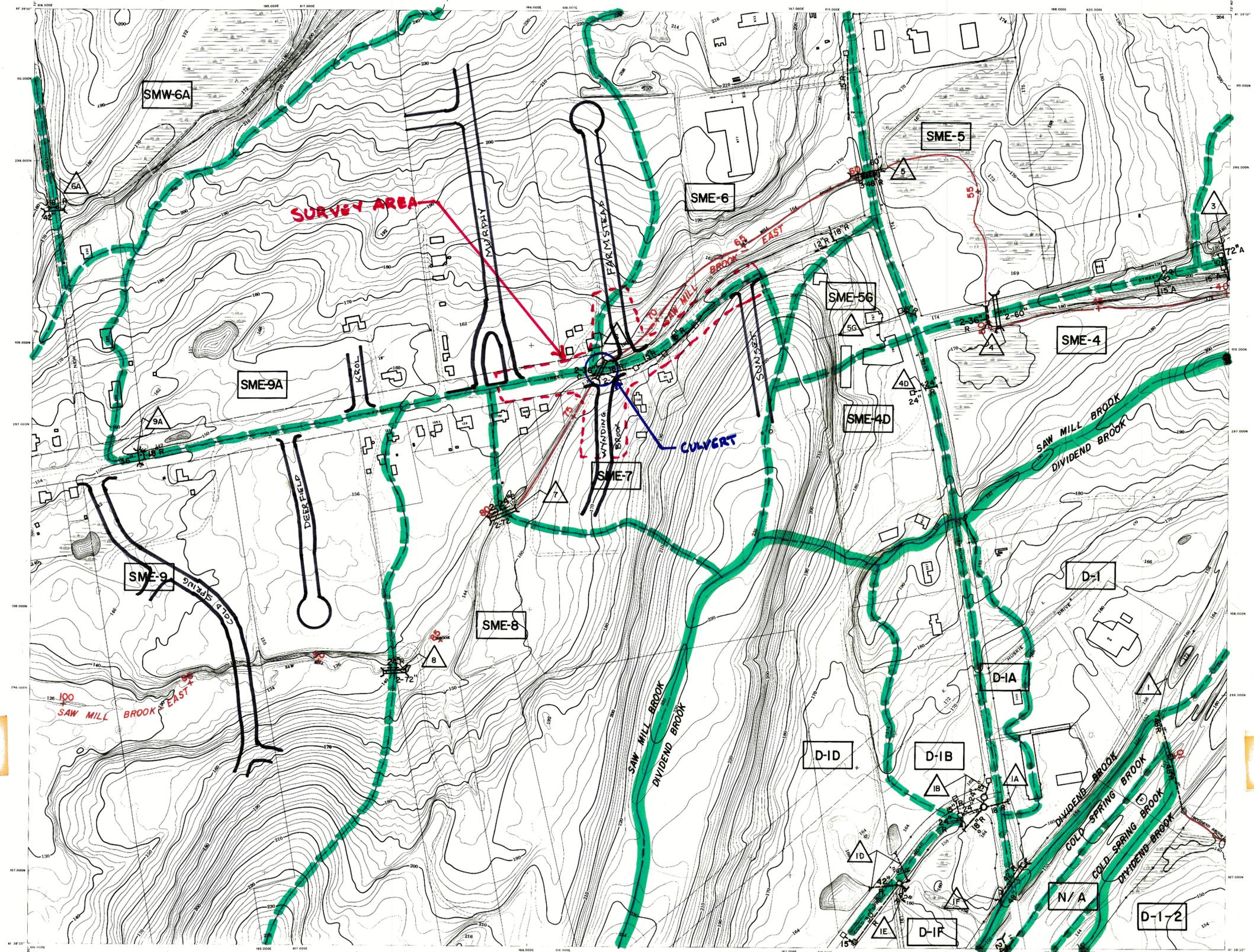


REVISIONS

No.	Date	Description

  
**TOWN OF ROCKY HILL**  
 ENGINEERING DEPARTMENT  
 761 OLD MAIN STREET, ROCKY HILL, CT 06067  
 PHONE (860)258-2766 FAX (860) 258-2703  
 James C. Solihni P.E., L.S., Director of Engineering and Highways

**STANDARD DETAILS**  
**LOCAL ROADWAY**



TOPOGRAPHY BY PHOTOGRAMMETRIC METHODS  
 FROM AERIAL PHOTOGRAPHS TAKEN  
**MARCH, 1973**

- LEGEND-**
- SANITARY SEWER
  - STORM SEWER
  - - - CATCH BASIN
  - WATER MAIN
  - HYDRANT
  - △ VERTICAL CONTROL POINT
  - HOUSE NUMBER

SCALE 1:2400

CONTOUR INTERVAL 2 FEET  
 METROPOLITAN DISTRICT DATUM

1000-FOOT GRID BASED ON THE  
 METROPOLITAN DISTRICT PLANE RECTANGULAR COORDINATE SYSTEM  
 CONNECTICUT COORDINATE GRID SHOWN IN BROWN  
 THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS

SHEET 582	SHEET 583	SHEET 584
SHEET 585	SHEET 586	SHEET 587
SHEET 588	SHEET 589	SHEET 590

THE METROPOLITAN DISTRICT  
 COMMISSION ON REGIONAL PLANNING  
 HARTFORD COUNTY, CONNECTICUT