

CITY OF TORRINGTON REQUEST FOR PROPOSALS RFP #STH-295-110613

Land Survey for Athletic Field Improvements for Torrington High School

1. General

The City of Torrington is requesting proposals from State of Connecticut licensed professional land surveyors to prepare a Class A-2 boundary and topographic survey of property located at Torrington High School. The Survey area is approximately 15+/- acres and encompasses the athletic and sports field areas located on the north side of the school. Specific survey requirements are identified in the document titled "RFP #STH-295-110613, Request for Proposal – Land Survey for Athletic Field Improvements for Torrington High School" that is available from the City of Torrington. Interested parties shall submit their sealed proposals to the Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790, during normal office hours by no later than 11:00 a.m. on November 6, 2013 at which time and place they will be publicly opened and read aloud. No fax or e-mail Bids will be accepted. Proposals received later than date and time specified will not be considered. In the case where City hall is closed for weather related or some other emergency related circumstance, the submittals shall be due the next day when City Hall reopens for business, not later than 11:00 a.m. on that day. Proposals must be submitted on the forms provided and in a sealed envelope plainly marked with the appropriate title.

All proposals shall include: (1) A lump sum fee to complete the work; and (2) the number of days that are required by the surveyor to complete the work from the notice to proceed. As time is of the essence, the City reserves the right to make a selection based on a combination of the proposer's fee and schedule, and to accept or reject any or all proposals.

The City of Torrington reserves the right to reject any or all bids, to waive technicalities or informalities, to award the contract to a bidder other than the lowest bid and to award the contract as it feels will best serve the public interest.

All bids will be considered valid for a period of sixty (60) days.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER MBEs, WBEs and SBEs ARE ENCOURAGED TO APPLY.

CITY OF TORRINGTON

Pennie Zucco

PURCHASING AGENT Dated: October 18, 2013

CITY OF TORRINGTON REQUEST FOR PROPOSALS #STH-295-110613 Land Survey for Athletic Field Improvements for Torrington High School

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The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

All proposals shall include: (1) A lump sum fee to complete the work including all sub-consultants (Reimbursable expenses shall be broken out of the total fee and set as a not to exceed amount. This shall include customary costs for out-of-office use or distribution and expenses directly related to this project. They shall not include travel, meals, long distance calls, or taxes. Back up shall be provided with all invoices; and (2) the number of days that are required by the surveyor to complete the work from the notice to proceed. As time is of the essence, the City reserves the right to make a selection based on a combination of the proposer's fee and schedule, the right to reject any or all bids, to waive technicalities or informalities, to award the contract to a bidder other than the lowest bid and to award the contract as it feels will best serve the public interest.

The City hereby notifies all respondents that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award.

All bids will be considered valid for a period of sixty (60) days.

Any changes to this RFP will be made via an addendum. All questions regarding the RFP must be submitted in writing and should be addressed to Pennie Zucco, Purchasing Agent, pennie zucco@torringtonct.org. All questions must be submitted by noon on October 25, 2013. A written response to all questions received will be provided via an addendum to this RFP by November 1, 2013. For clarifications regarding site information, contact David Bascetta, 860-489-2327, x330; Drawings are available from the Engineering Department, City of Torrington, 140 Main Street, Room 307, Torrington, CT 06790, 860-489-2234.

The City requests the Surveyor to submit to the City a proposal for a Land Survey of the property described below.

The surveyor shall submit the proposal by attaching hereto the material required, and returning one original and nine (9) copies of this document to the City Purchasing Agent. The Surveyor shall include with the proposal a statement defining any proposed deviations from the requirements of this document, including additions, deletions, exceptions and revisions.

If the City accepts the proposal, three (3) copies of this document will be signed by the City; one will be part of the City's files; one will be returned to the Surveyor and one to the Architect (to be determined). Upon execution and receipt by both parties, this document and all attachments listed in the RFP shall form the Agreement between the City and the Surveyor.

The Surveyor shall hold the proposal open for acceptance by the City for a period of sixty (60) calendar days after the date of submittal to the City.

This RFP defines the services sought from the Surveyor and generally outlines the Program requirements. Briefly stated, the City is seeking experienced and proven professionals. Any entity retained as a result of this RFP shall be required to work in conjunction with the architect(s) retained by the City for the Project as well as other entities retained by the City pursuant to this RFP.

SCOPE OF SERVICES

The Surveyor will be the City's advisor for the Project with regards to compliance with statutes and regulations on Land Surveyor services. The successful Surveyor will ensure that the City complies with all laws and regulations concerning Land Surveying. The Surveyor shall coordinate its work with the City's staff and other City consultants.

TIME

The Surveyor shall be required to complete the work in accordance with the schedule identified in your submitted proposal.

COMPENSATION

The Surveyor shall attach the lump sum fee or rate and price schedule information or both to this proposal. The cost of the Land Survey (including the furnishing of all materials, surveying equipment and computers, labor and any required insurance) shall be based upon the following method(s) below:

 A stipulated sum for all services based on this proposal, with adjustments to the stipulated sum being computed in accordance with the Surveyor's attached rate schedule if changes in the work are authorized.

INSURANCE REQUIREMENTS:

All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

PROTECTION OF PROPERTY

The Surveyor shall contact the City for information regarding the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor's entry, including, but not limited to, repair of lawns and plantings.

QUALIFICATIONS

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state to practice land surveying, and the document(s) submitted shall bear the Surveyor's seal and statement to that effect.

USE OF SURVEYOR'S DRAWINGS

It is understood that the City of Torrington, or the Architect on the City's behalf, may reproduce the Surveyor's drawings without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawings shall remain the property of the Surveyor.

ACCURACY STANDARDS

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend in the proposal positional accuracy limits and error of closure limits for the property being surveyed.

COMMON DESCRIPTION

Existing Torrington High School located at 50 Major Besse Drive in Torrington, Connecticut. The area to be surveyed encompasses the area of the existing athletic fields as shown on the attached drawing titled "Map Showing Scope of Survey Area", which is estimated to be approximately 15+/- acres. In addition, the surveyor shall include property lines for the entire high school property.

PROPERTY LINES AND ACCESS

Property lines and means of access are shown on the attached drawing. The City has title to this property and the right of entry for this survey.

DRAWING REQUIREMENTS

Requirements for land survey drawing are as indicated below.

- a) Drawings shall note all dimensions and elevations in:
 - a) Imperial units at 1" 40' scale *with appropriate match lines, if required.
- b) Drawing sheets shall be trim size 30" x 42" with left binding edge and ½" borders.
- c) Show NORTH arrow and locate magnetic North as specified:
 - Orient survey sheets such that north is pointing to the left.
- d) Include legend of symbols and abbreviations used on the drawing(s).
- e) Spot elevations on paving or other hard surfaces shall be to the nearest .01 foot; on other surfaces, to the nearest .10 foot. If required by Paragraph 1, use equivalent metric units.
- 6) Boundary and topographic information, where both are required, shall be on the same drawing unless otherwise requested by the Architect.
- 7) Use National Vertical geodetic Datum (NVGD) 1988 and five location of benchmarkused.

LAND (BOUNDARY) SURVEY REQUIRMENTS

Survey requirements shall be established as indicated below:

1) Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles, radius, point of 'tangency and length of curved lines. Unless otherwise prohibited law, where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; drive pin adequately into ground to prevent movement and mark with wood stake; state on the drawing(s) whether cornet, were found or set and describe each.

- 2) Furnish a legal description that conforms to the record title boundaries. Prior to making this survey and insofar as is possible, the Surveyor shall acquire data including, but not limited to, deeds, map, certificates or abstracts of title, section line and other boundary line locations in the vicinity.
- 3) Reconcile any discrepancies between the survey and the recorded legal description.
- 4) Give area in square feet if less than one acre; in acres (to .001 acre) if over one acre. If required by Paragraph 1.a use equivalent metric units.
- 5) Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement. Identify street monuments and show distance to the nearest intersection.
- 6) Plot location of structures on the property. Dimension to property lines and other buildings. Note vacant parcels as VACANT. Describe building materials and note number of stories.
 - a) Dimension perimeters in feet and decimals to .05 foot
 - b) Include adjacent proper within 25 (feet) (meters).
 - 7) Show encroachments, including cornices, belt courses, etc., either way across property lines.
 - 8) Describe fences and walls and locate them with respect to property lines.
- 9) Show recorded or otherwise known easements and rights-of-way and identify City's (holders).
- 10) Note planned rights-of-way and the nature of each.
- 11) Note planned street widenings.
- 12) Show zoning of property. If more than one zone, show the extent of each. Show zoning of adjacent property and property across the street(s) or highway(s).
- 13) Give names of owners of adjacent property.
- 14) Show street address of all properties that are adjacent to the entire high school property. Show lot, block and tax map number for these properties.

TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines, or on previous turning points or benchmarks. Topographical survey requirements shall be established as indicated below. If required use equivalent metric units.

- A minimum of one permanent benchmark on site for each four acres and a description and elevation to nearest .01 foot.
- Contours at one foot intervals; error shall not exceed one-half contour interval.
- Spot elevation at each intersection of a 50 foot square grid covering the property.
- Spot elevations at street intersections and at 25 feet on center of curb, sidewalk and edge of paving, including far side of paving. If elevations vary from established grades, also state established grades.
- Plotted location of structures, paving and improvements above and below ground
- Floor elevations and elevations at each entrance of buildings on the property.
- Utility information: The following information is to be shown based on record information and
 on surface evidence. Inadequate record data requiring the surveyor to employ techniques of
 subsurface exploration to locate utilities will be an additional service subject to City approval.
 - a) Location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields serving or on the property
 - b) Location of fire hydrants available to the property and the size of the rna n serving each.
 - c) Location, elevation and characteristics of power, cable television, street lighting, traffic control facilities and communications systems above and below grade.
 - d) Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.

- e) Name of the operating authority, including contact person and phone number, for each utility indicated above.
 - Mean elevation of water in any excavation, well or nearby body of water.
 - Location of flood plain and flood level of streams or adjacent bodies of water.
 - Extent of watershed onto the property.
 - Location of test borings if ascertainable, and the elevation of the tops of holes.
 - Location of trees 4 inches and over (caliper three feet above ground); locate within one foot tolerance and identify species in English and botanical terms.
 - Perimeter outline only of thickly wooded areas unless otherwise directed.
 - Description of natural features.
 - Location(s) of locations confirmed soil contamination(s).
 - Other:
 - a) Survey shall be prepared by ground-based survey methods, and shall comply with T-2 accuracy. Surveys prepared by aerial photogrammetry are not acceptable.
 - b) Show spot elevations both inside and outside of all building entrances. Show spot elevations at all building corners and at 25' oc along building walls.
 - c) Show locations of 100 year flood boundary and 500 year flood boundary, if present.
 - d) Show location of all 4 bases for all baseball and softball fields. Include spot elevation at all bases. Show left and right field foul lines for all baseball and softball fields.
 - e) Show spot elevations along both inside and outside perimeter of track at 25' oc.

GUARANTEES AND WARRANTIES

Each respondent shall submit a complete breakdown of any product/service warranties or guarantees that are included in their proposal.

ADDITIONAL REQUIREMENT

In addition to survey sheets at 1"=40', provide a drawing that includes the entire high school property at an appropriate scale to fit on a single 30" x 42" sheet.

Survey data shall be provided in electronic format compatible with AutoCad Release 10. Survey may not be converted to electronic data by scanned or rasterized process. Architect and City shall maintain unrestricted rights to the use of electronic data for this project and any future projects.

All contour lines on the digital file shall be provided as polylines, (not proxy entities)

ATTACHMENTS BY OWNER

Plan titled "Map B" Showing Scope of Survey Area" for Athletic Field Improvements for Torrington High School.

REQUIRED FORMS

Non-Collusion Affidavit, Appendix A-D and any additional forms the City may require

ADDITIONAL INFORMATION

Provide any additional information about your firm that is relevant to this RFP that you believe will assist the City in making its selection.

RELEVANT PROJECT EXPERIENCE -

Provide information about prior survey(s) prepared by your firm on at least five (5) prior Connecticut projects. Include the following information:

- 1. project name and location
- 2. beginning and end dates of project
- 3. brief description of scope
- 4. main program elements
- 5. owner name with name of contact person
- 6. owner reference, contact name and phone number

LIMITATIONS

The City reserves the right to contract with any entity responding to this RFP. The City makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The City shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the Consulting Services contract(s), if at all, is at the sole discretion of the City.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the City, Board of Trustees, selection members, or any member of the interview committee. Any such contact shall be grounds for the disqualification of the Proposer.

EQUAL OPPORTUNITY – AFFIMRATIVE ACTION

The respondent agrees and warrants that they comply in all aspects with the Equal Employment Opportunity Act. The respondent in the performance of the contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Torrington.

FREEDOM INFORMATION

All proposal submissions and materials become property of the City and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

INDEMNIFICATION

To the fullest extent permitted by law, the successful respondent, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the City of Torrington, Connecticut, including,

but not limited to, its respective elected and appointed officials, officers, employees and agents, from any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the respondent's performance of the Agreement or any other agreements of the respondent entered into by reason thereof. The respondent shall indemnify and defend the City of Torrington, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the respondent, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The respondent agrees that it will procure and keep in force at all times at its own expense, insurance in accordance with these specifications.

As to any and all claims against the City or any of its consultants, agents or employees by any employee of Firm, by any person or organization directly or indirectly employed by Firm to perform or furnish any of the work, or by anyone for whose acts Firm may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Firm under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

SELECTION PROCESS:

Review Process: All proposals will be reviewed by a selection committee.

The City reserves the right to waive non-material deficiencies in any proposal.

Proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as the surveyor's experience and expertise in providing land survey services for municipalities. Cost will not be the sole factor in evaluating bids.

Selection as the preferred proposal does not provide any contract rights to that firm. Any such rights shall accrue only if and when the City and the firm execute a binding contract. The City reserves the right to negotiate with the successful firm in any manner necessary to best serve the interests of the City. If the City fails to reach an agreement with the selected firm, the City may commence negotiations with an alternative firm or reject all firms and reinstitute the RFP process.

ACCEPTANCE OR REJECTION

The City of Torrington reserves the right to accept or reject any or all Proposals; to waive any informalities or technicalities, to negotiate and award a contract that it determines best meets their needs and best serve the public interests of the City of Torrington.

All Proposals will be considered valid for a period of sixty (60) days from the date of opening. The sixty day period may be extended upon written mutual agreement.

PROPOSAL SUBMISSION

Proposals will be received at the Office of the Purchasing Agent, until 11:00 a.m. by November 6, 2013. No fax or e-mail Bids will be accepted. Proposals received later than date and time specified will not be considered. In the case where City hall is closed for weather related or some other emergency related circumstance, the submittals shall be due the next day when City Hall reopens for business, not later than 11:00 a.m. on that day. Proposals must be submitted on the forms provided and in a sealed envelope plainly marked with the appropriate title. Please submit an original and nine (9) copies of the proposal "RFP-295-110613, Land Survey for Athletic Field Improvements for Torrington High School" to:

Pennie Zucco
Purchasing Agent
City of Torrington
140 Main Street, Room 206
Torrington, CT 06790

APPENDIX A CITY OF TORRINGTON RFP- STH-295-110613

Land Survey for Athletic Field Improvements for Torrington High School

Acceptance of Terms of this Agreement

Name of Proposer:		
Contact Person:		
Address:		
City/State/Zip:		
Telephone:	Fax:	
E-mail:		
Authorized Signature	Title:	
Name Printed:	Date:	

It is agreed by the above signed proposer that the signature and submission of this proposal. Represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

APPENDIX B CITY OF TORRINGTON RFP- STH-295-110613

Land Survey for Athletic Field Improvements for Torrington High School

The undersigned has read, understands, and agrees to comply with the requirements contained in the Request for Proposal for Land Survey for Athletic Field Improvements for Torrington High School. The undersigned submits this proposal in good faith and without collusion with any other person, individual or firm.

Name and Address of Firm:		
_		
_		
_		
Name, Title and Contact Informat	tion (phone, fax, email) of Authorized Repres	sentative:
Social Security or Federal ID#		
Signature of Authorized Represer	ntative:	
_		

(Attach additional sheets as necessary)

APPENDIX C

SUBMISSION OF PROPOSAL

By signing this document, the Land Surveyor represents that all appropriate attachments and additions have been made and that any proposed deviations from the requirements of the City's request have been clearly identified.

LAND SURVEYOR	PROPOSAL DATE
(Signature)	(Month, day and year)
(Printed name and title)	
ACC	EPTANCE OF PROPOSAL
By signing this document, the City attachments listed that henceforth Surveyor.	y accepts the Land Surveyor's proposal, including all shall form the Agreement between the City and the Land
OWNER	ACCEPTANCE DATE
(Signature)	(Month, day, year)
(Printed name and title)	I

APPENDIX D FEE PROPOSAL

RFP-295-110613 Land Survey for Athletic Field Improvements for Torrington High School

My proposal to provide Land Survey Services is as follows:

Lump sum fee to complete the work \$
Number of days that are required by the surveyor to complete the work from the notice to procee







