

# REQUEST FOR PROPOSALS ■ INLAND WETLAND APPLICATION REVIEW

TOWN OF MANSFIELD ■ MARCH 22, 2016

## OVERVIEW

The Town of Mansfield is seeking proposals to provide technical review of an Inland Wetlands License Application for a 218 unit apartment complex known as the Lodges at Storrs, which is proposed to be constructed on a 45-acre parcel on the west side of Hunting Lodge Road, north of North Eagleville Road (Parcel ID 15.21.3, File # W-1564). On February 1, 2016, the Mansfield Inland Wetland Agency approved a wetland map amendment (File # W1559) for this parcel based on field delineation of the wetlands by a Registered Soil Scientist, pursuant to section 15.0 of the [Mansfield Inland Wetlands and Watercourses Regulations](#).

## SCOPE OF SERVICES

- **Application Review**- Includes review of all pertinent mapping, reports, and other application materials. All materials can be downloaded at <http://www.mansfieldct.gov/content/1904/1932/14344.aspx>.
- **Site Visit**- Conduct site visit to observe upland and wetland/watercourse conditions.
- **Initial Comment Letter**-Prepare comment letter based on application review and site visit. Comments shall address the potential of significant impact to the wetlands of all proposed regulated activities as defined by the Mansfield Inland Wetland and Watercourses Regulations. Because of the scale of this project, a complete review of this project will include reviewing the on-site stormwater management system as it relates to wetland impact.
- **Staff/Applicant Meeting**- Attend meeting with staff and applicant to review comments and answer questions.
- **Follow-Up Comments** - Prepare comments in response to applicant's revised plans.
- **IWA Public Hearing**- Attend Inland Wetlands Agency Public Hearing(s).

The primary staff liaison for the project will be Jennifer Kaufman, Environmental Planner/Inland Wetlands Agent.

## TENTATIVE SCHEDULE

The following schedule has been established based on statutory timeframes for review of applications and is subject to change as the project progresses.

- Wednesday, March 30 2016: Proposals Due
- Monday, April 4, 2016: IWA receives application, schedules public hearing and selects consultant
- Week of April 4, 2016: Negotiate and execute contract. A copy of the Town's standard professional services agreement and insurance requirements are attached to this RFP as Exhibit A and Exhibit B, respectively.
- April 25, 2016: Consultant submits report with recommendations for changes to the plan/conditions of approval.
- May 10, 2016: Applicant submits revised plans based on consultant and staff recommendations.
- May 25, 2016: Consultant submits updated report based on revised plans.
- June 6, 2016: Public Hearing – Consultant representative to present findings/recommendations and answer questions from the Agency

\*As the applicant is required to pay for the Agency's expert consultant, a Purchase Order will not be approved until we receive a deposit from the applicant for the estimated contract amount.

## SELECTION CRITERIA

The following criteria will be used to evaluate responses to the RFP:

- The background and experience of the Consultant in providing the range of services requested.
- The demonstrated effectiveness of the Consultant's proposed delivery system to ensure quality service and timely completion of services.
- The background, education, qualifications and relevant experience of key personnel to be assigned to this contract, especially those of the day-to-day project manager and licensed engineers and soil scientists. Key staff must have and maintain all applicable Connecticut licenses, including but not limited to: Professional Engineer, Registered Soil Scientist, Certified Professional Wetland Scientist, and Landscape Architect.
- References attesting to the quality of services performed and/or demonstrated ability of the Consultant.
- Proposer's demonstrated knowledge and familiarity with the Town and the areas where work is proposed.
- Cost of services.

**SUBMISSION OF PROPOSALS**

Interested consultants should submit proposals containing the following information by email to [richardjl@MansfieldCT.org](mailto:richardjl@MansfieldCT.org) by 12:00 p.m. on Wednesday, March 30, 2016:

- Letter of Interest
- Cost Estimate (Please use the format below)
- Qualifications of staff that will perform the work
- Examples of similar work performed
- References

Questions regarding the RFP should be directed to staff at the above email address.

<b>Task</b>	<b>Hours</b>	<b>Rate</b>	<b>Travel</b>	<b>Expenses</b>	<b>Total</b>
<b>Application Review</b>					
<b>Personnel</b>					
<b>Site Visit</b>					
<b>Personnel</b>					
<b>Comment Letter</b>					
<b>Personnel</b>					
<b>Response Letter</b>					
<b>Personnel</b>					
<b>Staff/Applicant Meeting</b>					
<b>Personnel</b>					
<b>IWA Meetings</b>					
<b>Personnel</b>					
<b>Hourly Rate for Additional Services</b>					
				<b>Total:</b>	

**Exhibit A**

**TOWN OF MANSFIELD**

**AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement made on \_\_\_\_\_, 20\_\_\_\_ between the Town of Mansfield, a municipal corporation chartered under the laws of the State of Connecticut (hereinafter referred to as “the Town”), and \_\_\_\_\_, an Independent Contractor (hereinafter referred to as “the Independent Contractor”).

The Independent Contractor is identified as follows:

Name: \_\_\_\_\_

Type of Entity: \_\_\_\_\_ Individual  
\_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation

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

City/State/Zip: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Social Security Number or Employer Identification Number: \_\_\_\_\_

*In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:*

**Services To Be Performed.** The Independent Contractor agrees to perform the following services for the Town: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Term of Agreement.** The services called for under this agreement will commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

**Technical Direction.** The Independent Contractor will receive technical direction only from \_\_\_\_\_ or his/her designee, as authorized in writing.

**Terms of Payment.** The Town will pay the Independent Contractor according to the following terms and conditions: \_\_\_\_\_  
\_\_\_\_\_.

**Invoices.** The Independent Contractor will submit to the Town invoices for all services performed.

**Reimbursement of Expenses.** The Town will not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

**Assistants.** The Independent Contractor, at the Independent Contractor's expense, may employ such assistants as the Independent Contractor deems appropriate to carry out this Agreement. The Independent Contractor will be responsible for paying such assistants, as well as any expense attributable to such assistants, including income taxes, Social Security taxes, Unemployment Insurance and Workers' Compensation insurance.

**Federal, State and Local Payroll Taxes.** Federal, state, and local income and payroll taxes of any kind will not be withheld or paid by the Town on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor will not be treated as an employee with respect to the services performed here for federal, state or local tax purposes.

**Notice to Independent Contractor About Its Tax Duties and Liabilities.** The Independent Contractor understands that he/she is responsible to pay, according to the law, the Independent Contractor's income taxes. If the Independent Contractor is not a corporation, the Independent contractor further understands that the Independent Contractor may be liable for self-employment (Social Security) tax, to be paid by the Independent Contractor according to the law.

**Insurance Coverage.** The Town will not obtain any General Liability, Auto or Worker's Compensation Insurance to provide coverage for the Independent Contractor or employees of the Independent Contractor. The Independent Contractor will supply the Town with a *Certificate of Insurance* indicating that during the contract term the Independent Contractor has insurance coverage in effect in accordance with the insurance guidelines prepared by the Town. The Town will be shown on the *Certificate of Insurance* as an *Additional Insured*. If applicable, the Town may require the Independent Contractor to carry Professional Errors and Omissions Insurance. The Independent Contractor will comply with the Worker's Compensation law concerning the Independent Contractor and its employees.

**Hold Harmless Agreement.** The Independent Contractor agrees to hold the Town and any of the Town's officers, agents or employees harmless from any liability (including reasonable attorney's fees and all costs) for any and all damages to persons and property resulting from the actions of the Independent Contractor, unless such damages are caused by, or are the result of, the misconduct of the Town or any of the Town's officers, agents or employees. The Town agrees to hold the Independent Contractor and any of the Independent Contractor's officers, agents or employees harmless from any liability (including reasonable attorney's fees and all costs) for any and all damages to persons and property resulting from the actions of the Town, unless such damages are caused by, or are the result of, the misconduct of the Independent Contractor or any of the Independent Contractor's officers, agents or employees.

**Assignability.** This Agreement will not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of the Town.

**Choice of Law.** Any dispute under this Agreement, or related to this Agreement, will be decided in accordance with the laws of the State of Connecticut.

**Independent Contractor Status.** The Independent Contractor expressly represents and warrants to the Town that: 1) the Independent Contractor is not and will not be construed to be an employee of the Town and that his/her status will be that of an independent contractor in which the Independent Contractor is solely responsible for his/her actions and omissions; and 2) the Independent Contractor will act solely as an independent contractor and not as an employee or agent of the Town; and 3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of the Town or to otherwise create obligations of the Town to third parties.

**Other Clients.** The Independent Contractor retains the right to perform services for other clients.

**Termination of Agreement.** This Agreement may be terminated at any time by the Town or the Independent Contractor, upon the giving of \_\_\_ days notice to the other party. Notice will be deemed to have been sufficiently given either when served personally or when sent by first-class mail addressed to the parties at the addresses set forth in this Agreement. The Town will not be liable for, nor will the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

**Agreement.** This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties.

## **ACKNOWLEDGED AND ACCEPTED**

### **INDEPENDENT CONTRACTOR:**

### **THE TOWN OF MANSFIELD:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Exhibit B**



**TOWN OF MANSFIELD**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

**A. Contracts Under \$100,000**

Minimum Limits of Liability

1) Workers Compensation	Statutory
Employer's Liability – each accident	100,000
Disease, each employee	100,000
Disease, policy limit	500,000
2) Commercial General Liability Insurance	
Each Occurrence	500,000
Fire Damage	50,000
Medical Expense	5,000
Personal & Adv. Injury	500,000
General Aggregate	1,000,000
Products & Completed Operations Agg.	1,000,000
3) Business Automobile Liability Insurance	
Owned, Non-Owned & Hired Auto Limit	500,000
Combined Bodily Injury & Property Damage (each accident)	500,000
4) Property Insurance – if applicable	
Special Risk including Theft	
1,000 Deductible	

Certificates of insurance must be provided to the Town after being awarded the contract and before doing any work. All insurance shall be provided by companies lawfully authorized to do business in the State of Connecticut with an A.M. Best Rating of A-VII or better. The Town of Mansfield shall be named as an additional insured on the General Liability, Automobile Liability and Excess Liability (if needed) insurance policies.

Each policy of insurance shall include a waiver of subrogation in favor of the Town of Mansfield and shall provide no less than thirty (30) days notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.

## Exhibit B

### B. Contracts Under \$750,000

#### Minimum Limits of Liability

1) Workers Compensation	Statutory
Employer's Liability – each accident	100,000
Disease, each employee	100,000
Disease, policy limit	500,000
2) Commercial General Liability Insurance	
Each Occurrence	1,000,000
Fire Damage	100,000
Medical Expense	5,000
Personal & Adv. Injury	1,000,000
General Aggregate	2,000,000
Products & Completed Operations Agg.	2,000,000
3) Business Automobile Liability Insurance	
Owned, Non-Owned & Hired Auto Limit	1,000,000
Combined Bodily Injury & Property Damage (each accident)	1,000,000
4) Property Insurance – if applicable	
Special Risk including Theft	
1,000 Deductible	

Certificates of insurance must be provided to the Town after being awarded the contract and before doing any work. All insurance shall be provided by companies lawfully authorized to do business in the State of Connecticut with an A.M. Best Rating of A-VII or better. The Town of Mansfield shall be named as an additional insured on the General Liability, Automobile Liability and Excess Liability (if needed) insurance policies.

Each policy of insurance shall include a waiver of subrogation in favor of the Town of Mansfield and shall provide no less than thirty (30) days notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.

**Exhibit B**

**C. Contracts Over \$750,000**

Minimum Limits of Liability

1) Workers Compensation	Statutory
Employer's Liability – each accident	100,000
Disease, each employee	100,000
Disease, policy limit	500,000
2) Commercial General Liability Insurance	
Each Occurrence	1,000,000
Fire Damage	100,000
Medical Expense	5,000
Personal & Adv. Injury	1,000,000
General Aggregate	2,000,000
Products & Completed Operations Agg.	2,000,000
3) Business Automobile Liability Insurance	
Owned, Non-Owned & Hired Auto Limit	500,000
Combined Bodily Injury & Property Damage (each accident)	500,000
4) Property Insurance – if applicable	
Special Risk including Theft	
1,000 Deductible	
5) Excess Liability	5,000,000 Each Occurrence 5,000,000 Aggregate
6) Owner's Protective Liability – to be supplied by contractor	
Bodily Injury & Property Damage Combined	1,000,000 Each Occurrence 2,000,000 General Aggregate

Certificates of insurance must be provided to the Town after being awarded the contract and before doing any work. All insurance shall be provided by companies lawfully authorized to do business in the State of Connecticut with an A.M. Best Rating of A-VII or better. The Town of Mansfield shall be named as an additional insured on the General Liability, Automobile Liability and Excess Liability (if needed) insurance policies.

Each policy of insurance shall include a waiver of subrogation in favor of the Town of Mansfield and shall provide no less than thirty (30) days notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.

**Effective Date:**       June 1, 2004